Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012
Prepared By/Phone Number: Lori Clyde/854-4205
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

- **Agenda Language:**
  A) Approve the TechShare Resource Sharing Addendum to the Conference of Urban Counties Interlocal Agreement for the Common Integrated Justice System (CIJS), Odyssey Court Administration System and Optional Modules; and

  B) Approve the Software as a Service and Professional Services Agreement for the Purchase of the Odyssey Case Management System from Tyler Technologies, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

  In December 2004, Commissioners Court approved the Interlocal Agreement for Participation in the Urban Counties TechShare Program with the CUC.

  In May 2010, the Commissioners Court directed the Justices of the Peace to research alternative case management software. After reviewing the software in use by counties of similar size and operations, the Odyssey case management software was recommended as the best solution.

  In April 2011, Commissioners Court approved payment of $18,000 to Tyler Technologies to develop an implementation plan and final cost numbers. Two options were submitted. The first was the traditional purchase of the software licenses where the County would be required to purchase servers and maintain the system. The second option is to rent the software through a "Software as a Service" option. This option would reduce the 1) capital investment in servers, 2) operational costs, and 3) labor costs associated with maintaining the system.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

In August 2011, Commissioners Court approved entering into negotiations to purchase the "Software as a Service" option of Odyssey.

At this time, ITS recommends approving the TechShare Resource Sharing Addendum, to the CUC ILA for the Common Integrated Justice System (CIJS), Odyssey Court Administration System and Optional Modules which includes the Software as a Service and Professional Services Agreement for the Purchase of the Odyssey Case Management System from Tyler Technologies, Inc. This will result in two contracts: 1) with the CUC for the Software as a Service fee, Quality Assurance and Data Conversion Support for the Odyssey Software and 2) with Tyler Technologies for the professional services and implementation costs. The cost for the first fifteen (15) months is $1,910,678 of which $584,694 is for FY12.

- **Contract Expenditures:** Within the last 12 months $0.00 has been spent against this requirement.

- **Contract-Related Information:**

  Award Amount: $1,910,678 of which $584,694 is for FY12
  Contract Type: Software as a Service and Professional Services Agreement
  Contract Period: April 1, 2012 – March 31, 2015

- **Special Contract Considerations:**

  ☐ Award has been protested; interested parties have been notified.
  ☐ Award is not to the lowest bidder; interested parties have been notified.
  ☒ Comments: This is being procured through the CUC TechShare Agreement

- **Funding Information:**

  ☐ Purchase Requisition in H.T.E.: 552384 and 553121
  ☐ Funding Account(s): The funds for this project are currently in line item 001-9800-981-9840. This reserve line item was set up by PBO as part of the FY12 budget process in anticipation of this project. ITS has submitted a budget amendment request to PBO to move $584,694 which is the amount anticipated for FY12 to line item 001-1243-523-6099.
  ☐ Comments:

PURCHASE REQUISITION NBR: 0000553122

STATUS: INSUFFICIENT FUNDS

REQUISITION BY: SHERYL HOLDER 854=1922 REASON: NEW CASE MANAGEMENT SYSTEM DATE: 2/16/12

SHIP TO LOCATION: TRAVIS COUNTY - ITS SUGGESTED VENDOR: TYLER TECHNOLOGIES DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	309463.0000	309463.00	
2	TRAVEL COMMODITY: PROFESSIONAL DEVELOPEMENT SUBCOMMOD: CONTRACTOR TRAVEL/LIVING	1.00	DOL	56744.0000	56744.00	
3	IMPLEMENTATION SERVICES CONTINGENCY COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	DOL	46419.0000	46419.00	
				REQUISITION TOTAL:	412626.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00112435234007	PROFESSIONAL SERVICES CONSULTING		100.00	309463.00
2	00112435236503	PROFESSIONAL DEVELOPMENT TRAVEL, MEALS, LODGING		100.00	56744.00
3	00112435234007	PROFESSIONAL SERVICES CONSULTING		100.00	46419.00
					412626.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000553121

REQUISITION BY: SHERYL HOLDER 854-1922

STATUS: INSUFFICIENT FUNDS
REASON: NEW CASE MANAGEMENT SYSTEM

DATE: 2/16/12

SHIP TO LOCATION: TRAVIS COUNTY - ITS

SUGGESTED VENDOR: CONFERENCE OF URBAN COUNTIES

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	QUALITY ASSURANCE COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	12993.0000	12993.00	
2	DATA CONVERSION COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	108000.0000	108000.00	
3	SAAS FEE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	EA	51075.0000	51075.00	

REQUISITION TOTAL: 172068.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112435234007 PROFESSIONAL SERVICES CONSULTING		100.00	12993.00
2	00112435234007 PROFESSIONAL SERVICES CONSULTING		100.00	108000.00
3	00112435236099 OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES		100.00	51075.00
				172068.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS)
ODYSSEY COURT ADMINISTRATION SYSTEM AND OPTIONAL MODULES
March 1, 2012 - December 31, 2013

I.
PURPOSE

This is an Addendum to the Interlocal Agreement for Participation in the Urban Counties Techshare Program **("ILA"**), to which the undersigned County is a signatory. It is entered into by and between the County and the Texas Conference of Urban Counties ("Urban Counties"), all of whom may be collectively referred to as "Parties."

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the Software as a Service and Professional Services Agreement ("SaaS Agreement"), the County shall be granted use of the Odyssey Court Administration System and the Optional Modules more specifically identified in Attachment A, Financial Plan.

In the event any provision of this Addendum is in direct conflict or inconsistent with a provision of the ILA, the provision in this Addendum controls.

II.
TERM AND TERMINATION

This Addendum shall be in effect from the date it is approved by the County's Commissioners Court through December 31, 2013.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date.

The Parties acknowledge and agree that in the event the County terminates this Addendum, the County shall not be entitled to reimbursement of fees previously paid by the County and shall not be eligible to participate on the CIJS Oversight Board. Upon termination, if the County has paid in full the annual SaaS Fees, the County shall have the right to continue to use the software through the expiration of this Addendum.

III.

RESOURCE SHARING ADDENDUM ATTACHMENTS

The following Attachments set forth the terms and conditions whereby participating counties may acquire a through the Urban Counties a right to use the Odyssey Court Administration System and the Optional Modules. By approval and execution of this Addendum and Attachment B (Software as a Service and Professional Services Agreement), the County shall have a right to use the Odyssey Court Administration System including implementation, training, maintenance services, and Enterprise Modifications.

The ILA, Addendum and the following Attachments constitute the entire agreement between the Parties and the entire agreement between the Urban Counties and Tyler Technologies with respect to the County's use of the Odyssey Court Administration System and the Optional Modules. .

A. Financial Plan

Attachment A is the Financial Plan that sets forth the costs to the County associated with sharing the Odyssey Court Administration System and the Optional Modules through December 31, 2013. The County, by approval and execution of this Addendum, shall be responsible for the payment of these costs to the Urban Counties pursuant to Section V of this Addendum. As additional counties join, the County's Financial Plan may be adjusted to reflect decreases in costs without further action of the County.

B. Software as a Service and Professional Services Agreement

Attachment B is the Software as a Service and Professional Services Agreement through which the County shall have all the rights and benefits of, and be subject to all obligations as set forth in the CUC Master Agreement.

The Parties acknowledge and agree that any and all rights to share the Odyssey Court Administration System provided in this Addendum and the CUC Master Agreement shall not be effective until and unless the County executes the Software as a Service and Professional Services Agreement.

C. Texas Conference of Urban Counties Master Agreement

Attachment C is the CUC Master Agreement, executed between the Urban Counties and Tyler Technologies on September 8, 2009, as amended by Amendment No. 1 and Amendment No. 2, which sets forth the terms and conditions whereby the Urban Counties shall offer support services for the Odyssey Court Administration System and the Optional Modules to member counties. As a Participating Member, the County is entitled to identify and request development of Enterprise Modifications to improve the Odyssey Court Administration System.

IV.
REIMBURSEMENT OF SHARED COSTS

The County may be eligible for reimbursement of a portion of its payments for Enterprise Modifications as additional counties participate in sharing the Court Administration System. The County may be eligible for reimbursement after Tyler Technologies has been paid in full for Enterprise Modifications. A portion of the Enterprise Modification fees collected by the Urban Counties from additional counties in excess of the Enterprise Modification fees paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Enterprise Modification fees paid by all participating counties.

V.
PAYMENT OF SHARED COSTS

The County shall pay its portion of the resource costs as specified in Attachment A, Financial Plan. The Urban Counties will send invoices to the County in accordance with the payment schedule set forth in the Financial Plan. The County shall pay its portion of the resource costs no later than forty five (45) days after each invoice is submitted by the Urban Counties.

The County acknowledges and agrees that any and all rights to use the Odyssey Court Administration System provided in this Addendum and the SaaS Agreement may be subject to termination for failure to timely pay SaaS Fees.

In the event this Addendum is terminated for failure to timely pay resource costs, the County shall no longer be entitled to representation on the Oversight Board, and reimbursements of shared costs.

VI.
CIJS PHASE IV RESOURCE OVERSIGHT BOARD

Notwithstanding Article VI (c) of the ILA, the Resource Oversight Board shall consist of one representative from each of the participating counties.

VII
AMENDMENT

This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

COUNTY OF TRAVIS

BY: _____

Title: County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES (as contract administrator)

BY: _____

Title: Executive Director

Date: _____

Attachment A – Financial Plan - Summary by Fiscal Year

Travis County - February 24, 2012	Common Integrated Justice System					
		FY 12		FY 13		Total
Services Costs and Expenses To Be Paid to Tyler Technologies by Travis County			Payment Terms		Payment Terms	
Professional Services	Project Management and Implementation Services	$ 309,463	As described in Attachment B, Software as a Service and Professional Services Agreement	$ 708,902	As described in Attachment B, Software as a Service and Professional Services Agreement	$ 1,018,365
Travel Expenses	Reimbursement of Travel Expenses as per Travis County Travel Policies	$ 56,744		$ 104,897		$ 161,641
Resource Costs To Be Paid to Urban Counties by Travis County						
Odyssey SaaS User Fees	Odyssey Case Manager - JP Courts	$ 51,075.00	Paid Annually in advance with first payment expected in April 2012.	$ 194,287.50	Paid Annually in advance with payment expected in April 2013.	$ 245,363
	Odyssey Financial Manager					
SaaS User Fees for FY 13 include $52,987.50 per quarter for use of the software after the implementation project is completed (1 additional quarters).	Document Management					
	Enterprise DMS Single Document Scan/Attach					
	Remote Doc Store					
	Public Access - Basic					
	Texas Reporting:					
SaaS User Fees based on a total of 157 on-line users.	JP Omnibase					
	JP Electronic Disposition					
	ePayments (software only)					
CUC Texas County Mods	**Texas County Enterprise Mods**					
	Travis County Cost		Paid Quarterly in advance with first payment expected in April 2012.	$ 57,072	Paid Quarterly in advance with first payment expected in October 2012.	$ 57,072
CUC Oversight and Services	Quality Assurance	$ 12,993		$ 19,490		$ 32,483
	Data Conversion Support	$ 108,000		$ 135,000		$ 243,000
Recommended Contingecy (unobligated)	Contingency (15% of Implementation Services)	$ 46,419		$ 106,335		$ 152,755
Totals by Fiscal Year	**(Includes Contingency and SaaS Service Fees for all of FY 13)**	**$ 584,694**		**$ 1,325,983**		**$ 1,910,678**

Attachment A – Financial Plan - Project Summary

Fiscal Year:	Fiscal Year 2012				Fiscal Year 2013							
Estimated Hours and Dollars by Project Quarter:	**Q1 - Hrs**	**Q1 - $**	**Q2 - Hrs**	**Q2 - $**	**Q3 - Hrs**	**Q3 - $**	**Q4 - Hrs**	**Q4 - $**	**Q5 - Hrs**	**Q5 - $**	**Total Hours**	**Total Cost**
Project Management	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	2,016	322,560
P1 - Data Conversion	225.00	33,525	331.00	49,319	300.00	44,700		-		-	856	127,544
P1 - Setup & Config			200.00	29,800	150.00	22,350	125.00	18,625		-	475	70,775
P1 - Initial Training		-		-	160.00	22,080		-		-	160	22,080
P1 - Go-Live Assistance		-		-	200.00	27,600		-		-	200	27,600
P1 - Follow-up Training		-		-	40.00	5,520		-		-	40	5,520
P1 - Custom Development			50.00	7,450	100.00	14,900	100.00	14,900		-	250	37,250
P2 - Data Conversion		-	75.00	11,175	100.00	14,900	97.00	14,453		-	272	40,528
P2 - Setup & Config		-	80.00	11,920	120.00	17,880	100.00	14,900		-	300	44,700
P2 - Initial Training		-		-		-	240.00	33,120		-	240	33,120
P2 - Go-Live Assistance		-		-		-	480.00	66,240		-	480	66,240
P2 - Follow-up Training		-		-		-		-	80.00	11,040	80	11,040
P2 - Custom Development		-		-		-		-		-	-	-
P3 - Data Conversion		-	150.00	22,350	250.00	37,250	200.00	29,800	172.00	25,628	772	115,028
P3 - Setup & Config		-	100.00	14,900	100.00	14,900	100.00	14,900		-	300	44,700
P3 - Initial Training		-		-		-		-	120.00	16,560	120	16,560
P3 - Go-Live Assistance		-		-		-		-	200.00	27,600	200	27,600
P3 - Follow-up Training		-		-		-		-	40.00	5,520	40	5,520
P3 - Custom Development		-		-		-		-		-		
Total Tyler Service Hours	628.20		1389.20		1923.20		1845.20		1015.20		**6,801**	
Total Tyler Service Cost		98,037		211,426		286,592		271,450		150,860		**$ 1,018,365**
Tyler Travel Expenses (Estimated)		22,777		33,967		44,640		36,130		24,127		**$ 161,641**
Recommended Unobligated Contingency:		14,706		31,714		42,989		40,718		22,629		**$ 152,755**
Items below paid to Urban Counties												
Odyssey Online User Fees		$ 51,075.00								$ 194,287.50		**$ 245,363**
Urban Counties QA Oversight		6,497		6,497		6,497		6,497		6,497		**32,483**
Urban Counties Conversion Support		54,000		54,000		54,000		54,000		27,000		**243,000**
Urban Counties Enterprise Mods (JP)						28,536				28,536		**57,072**
Total for Project - 15 months		$ 247,091		$ 337,603		$ 463,253		$ 408,794		$ 453,936		**$ 1,910,678**

Attachment A – Financial Plan - Notes

Payment terms for professional services are described in Attachment B, Software as a Service and Professional Services Agreement.

Payment terms for reimbursements to Tyler Technologies for travel expenses are described in Attachment B, Software as a Service and Professional Services Agreement.

Urban Counties will invoice Travis County quarterly, in the first month of each quarter, for the following items to be paid to and through the Urban Counties including Urban Counties Quality Assurance (QA) Oversight; and Urban Counties Conversion Support.

Urban Counties Enterprise Modifications (Mods) for the Justice of the Peace (JP) Courts will be invoiced in two equal payments in October 2012 and April 2013.

Urban Counties will invoice Travis County annually, in April 2012 and April 2013 for Odyssey On-Line User Fees in the amounts designated in the Financial Plan.

Urban Counties will provide Quality Assurance (QA) Oversight Services for the duration of the project.
Services will include:

- weekly participation in Travis County project status meetings,
- monthly participation in Travis County project oversight meetings,
- monthly email report on project observations and issues, and
- advice and assistance on the tasks, activities and decisions required to help assure the completion as planned.

Urban Counties will provide, on county request, data conversion assistance services through an existing contract between the Urban Counties and specialists in the conversion of justice of the peace information from legacy systems to the Odyssey database structure. Urban Counties will bill for these services only when the county has determined that the services will be required and only to the extent necessary to complete the services in accordance with the project plan. The county will have the opportunity to review a contract with a third party specialist and determine the appropriate number of hours required for this service before the Urban Counties executes such contract for the benefit of the county.

Attachment B – Software as a Service and Professional Services Agreement (attached)

Attachment C – Texas Conference of Urban Counties Master Agreement (attached)

CUC MASTER AGREEMENT

This Master Agreement (this "Agreement") is made and entered into as of September 8, 2009 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, and the Texas Conference of Urban Counties, Inc., a Texas corporation (the "CUC"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701.

Background

WHEREAS, Tyler is the owner of certain proprietary judicial administration software, including the intellectual property rights thereto (as more particularly defined below);

WHEREAS, the CUC is an organization comprised of member counties in the State of Texas responsible for providing technical guidance and leadership, including the standardization and improvement of technology; and

WHEREAS, Tyler desires to engage the CUC, and the CUC desires to be so engaged, to perform certain marketing and other activities, all on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement means this Master Agreement, including all exhibits attached hereto and to be attached throughout the term of this Agreement, all of which are incorporated by reference herein.

1.2 Budget Proposal means the proposal developed by Tyler for a County interested in becoming an End User, which shall include an outline of the estimated Project costs, the scope of the Project, the assumptions made by Tyler associated with such costs, the County staffing expectations for the implementation of the Project, the estimated project start date and duration, and the estimated cost for completion of the Implementation Plan.

1.3 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4 County means, as applicable, a Member County or a Non-Member County.

1.5 Court Admin System means a common integrated court administration system, which includes (a)(i) the Current Production Software Version plus Prosecutor, or (ii) the Individual Case Types, as applicable, plus (b) Enterprise Modifications.

1.6 CUC means the Texas Conference of Urban Counties, Inc.

1.7 CUC Technical Committee means the committee of individuals identified in writing from time to time by the CUC that will perform the functions set forth in Section 5.

1.8 Current Production Software Version means the most recent production version of Tyler's court management system that is then running on Tyler's client sites as of the relevant date.

1.9 Discounted License Fee means the license fee applicable to each Member County that executes an End User License Agreement prior to December 31, 2010 as set forth on the Discounted Member County Price List.

1.10 Discounted Member County Price List means the discounted license fees price list for each Member County as set forth on Exhibit A, which shall be in effect until December 31, 2010.

1.11 Documentation means the user's manuals and any other materials in any form or media provided by Tyler to the users of the Judicial Software for the users' respective operation of the Judicial Software in accordance with this Agreement.

1.12 Effective Date means the date set forth in the first paragraph of the Agreement.

1.13 End User means a County that acquires the rights to the Products pursuant to the applicable End User License Agreement.

1.14 End User License Agreement means Tyler's standard Software License and Professional Services Agreement, which is attached hereto as Exhibit D.

1.15 Enterprise License Fee means the license fee applicable to each County as set forth on the Enterprise Price List.

1.16 Enterprise Modifications means the list of functions to be designated by the CUC Technical Committee as an Enterprise Modification pursuant to this Agreement.

1.17 Enterprise Price List means the Enterprise License Fees set forth on Exhibit A for (a) each Member County that executes an End User License Agreement after December 31, 2010 and prior to the end of the Term, and (b) each Non-Member County that executes an End User License Agreement prior to the end of the Term.

1.18 Implementation Plan means the Implementation Plan to be developed between Tyler and each End User upon such End User executing a Plan Request. The Implementation Plan shall provide for timetables, milestones, Deliverables, and fees and expenses for, among other things, (a) the development of Local Modifications for the End User, (b) the delivery and installation of the applicable Products for the End User, (c) the training of End User personnel, (d) the staffing plan for the implementation of the Project, and (e) a scheduled timetable for periodic update reporting on the status of the project by

parties to the respective End User's Commissioners Court. The Implementation Plan will be incorporated into each respective End User License Agreement.

1.19 Individual Case Type means each of (a) District Clerk Civil / Family, (b) County Clerk Civil / Probate, (c) Criminal (District and County), and (d) Justice of the Peace.

1.20 Individual Case Type License Fee means the license fees associated with licensing Individual Case Types only, which shall equal the following percentages of the Enterprise Price List for each Individual Case Type: (a) District Clerk Civil / Family – 25% of the Enterprise License Fee; (b) County Clerk Civil / Probate – 25% of the Enterprise License Fee; (c) Criminal (District and County) – 50% of the Enterprise License Fee; and (d) Justice of the Peace – 30% of the Enterprise License Fee.

1.21 Judicial Software means: (a) the Court Admin System; (b) Embedded Third party Software; (c) Enterprise Modifications; (d) Local Modifications; and (e) Tyler Modifications.

1.22 Local Modifications means the list of functions designated by an End User and set forth in an Implementation Plan to be developed by Tyler and implemented into the Court Admin System for the respective End User.

1.23 Member Counties means the Texas counties that are members in good standing of the CUC.

1.24 Non-Member County means a county in the State of Texas other than the Member Counties.

1.25 Optional Software means the most recent production version of Tyler's software applications and modules (including, without limitation, Jail Manager, Law Enforcement, Check Manager, Jury, and Supervision, and certain add-on features) identified on the Optional Software Price List, and includes the functionality, modifications, and modules set forth on an Optional Software Participation Agreement, and which may be amended by Tyler from time to time.

1.26 Optional Software End User means an End User that executes an Optional Software License Agreement.

1.27 Optional Software License Fee means the license fee for each Optional Software application set forth on the Optional Software Price List.

1.28 Optional Software License Agreement means Tyler's standard license agreement required to be executed by an End User in order for that County to become an Optional Software End User and obtain a license for the Optional Software identified therein.

1.29 Optional Software Price List means the then current license fees and maintenance fees associated with each Optional Software application. A copy of the license fees and maintenance fees for the Optional Software as of the date of this Agreement is set forth on Exhibit B, which is attached hereto and incorporated by reference herein. The

Optional Software Price List may be changed by Tyler from time to time and without notice to reflect Tyler's then current market rates.

1.30 Plan Request means written notice issued from a County to Tyler requesting that Tyler prepare an Implementation Plan at the County's expense and consistent with the Budget Proposal.

1.31 Price List means the Discounted Member County Price List, the Enterprise Price List, each as set forth in Exhibit A, and the Optional Software Price List, as set forth in Exhibit B.

1.32 Products mean, as applicable, the Judicial Software, Individual Case Types, and Optional Software.

1.33 Project means the development, delivery, installation, testing, and license of the Products and the performance of all services to be provided by Tyler in accordance with the provisions of an End User License Agreement.

1.34 Standard Maintenance Agreement means Tyler's standard maintenance and support services agreement to be executed by Tyler and each End User, the form of which is attached hereto as Exhibit D.

1.35 Territory means the State of Texas.

1.36 Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

1.37 Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by county technical staff.

1.38 Tyler means Tyler Technologies, Inc., a Delaware corporation.

1.39 Tyler Confidential Information means all information in any form relating to, used in, or arising out of the Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed or otherwise existing in, on, or about Tyler's premises or the CUC's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, works of visual art, business documents, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists, strategic planning data, financial planning data, designs, logos, motifs, test results, product or service literature, product or service concepts, process data, specification data, know how, show how, software, databases, release notes, database layouts, algorithms, techniques, processes, and systems designs. Tyler Confidential Information does not include information that (a) becomes public other than as a result of a disclosure by the CUC in breach hereof, (b) becomes available to the CUC on a non-confidential basis from a source other than Tyler,

which is not prohibited from disclosing such information to the CUC by obligation to Tyler, (c) is known by the CUC prior to its receipt from Tyler without any obligation of confidentiality with respect thereto, or (d) is developed by the CUC independently of any disclosures made by Tyler to the CUC of such information.

1.40 Term has the meaning set forth in Section 13.1.

2. APPOINTMENT OF CUC

Tyler hereby grants to the CUC a non-exclusive, non-transferable license as a reseller to market the Products to Counties located in the Territory, subject to the terms of this Agreement.

3. CUC RESPONSIBILITIES

3.1 Products. The CUC agrees to market licenses for the Products to Counties in accordance with the terms of this Agreement and as follows:

(a) with respect to the Judicial Software:

(i) to Member Counties that execute a Plan Request: (A) prior to December 31, 2010 in consideration for the applicable Discounted Member County License Fee; and (B) after December 31, 2010 in consideration for the applicable Enterprise License Fee; and

(ii) to Non-Member Counties that execute a Plan Request in consideration for the applicable Enterprise License Fee;

(b) with respect to Individual Case Types, to Counties that execute a Plan Request in consideration for the Individual Case Type License Fees; and

(c) with respect to Optional Software, to Counties that execute a Plan Request in consideration for the Optional Software License Fee.

3.2 Assistance and Cooperation. After identifying potential End Users, the CUC shall reasonably assist Tyler in coordinating meetings and other activities leading up to Proposal Requests.

3.3 Preserving Tyler Goodwill. The CUC shall conduct its business so as to maintain the goodwill and reputation of Tyler and the Products.

3.4 End User License Agreements. The CUC shall ensure that all End User License Agreements are properly executed by End Users, shall collect all license fees associated with such End User License Agreements, and shall promptly deliver to Tyler all such license fees in accordance with the terms of such End User License Agreements, which shall include the following payment provisions:

(a) sixty percent (60%) of the applicable license fee shall be due and payable by the End User upon the End User executing an End User License Agreement;

(b) the remaining forty percent (40%) of the applicable license fee shall be due and payable by the End User upon Operational Use (as that term is defined in the End User License Agreement) of all or part of the Judicial Software.

3.5 Maintenance and Support. The CUC shall have no obligation with respect to maintenance and support services for the Products (including, without limitation, the collection of maintenance and support fees), which services and fees shall be governed by the terms and conditions of Tyler's Standard Maintenance Agreement to be executed between Tyler and the End User.

3.6 Compliance. In performing its duties hereunder, the CUC shall comply with all federal, state, and local laws, regulations, and ordinances.

3.7 Expenses. The CUC shall be responsible for all expenses incurred by the CUC in the performance of its duties hereunder.

3.8 CUC Technical Committee. The CUC shall designate a technical committee (the "CUC Technical Committee"), which shall serve as an intermediary and services aggregator for End Users and perform such other functions as described in Section 5.

3.9 Negative Covenants. Notwithstanding anything herein to the contrary, the CUC shall not, without the prior written approval of Tyler:

(a) offer discounts for Tyler products or services other than those set forth in this Agreement without Tyler's prior written consent;

(b) waive, alter, or change any provision of an End User License Agreement or Standard Maintenance Agreement;

(c) make any representation or warranty about the Products other than as presented in Tyler's written materials;

(d) modify or extend the amount of or time for the payment of any charge or fee under any End User License Agreement or Standard Maintenance Agreement; or

(e) incur any expense or obligation in the name of Tyler, other than as provided in this Agreement.

4. TYLER RESPONSIBILITIES

4.1 Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the

CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County issues to Tyler a Plan Request and executes an End User License Agreement. Any End User License Agreement executed under this Section 4.1 shall authorize Tyler to develop an Implementation Plan as set forth in Section 4.2, after which the applicable County will issue either a Notice to Proceed or a Termination Notice.

4.2 Plan Requests. Within ninety (90) days of its receipt of a Plan Request and executed End User License Agreement, Tyler shall, at the County's expense, develop an Implementation Plan. The terms of the Implementation Plan shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a Notice to Proceed incorporating the Implementation Plan. If the Implementation Plan expires, the County shall pay Tyler the costs and expenses incurred by Tyler in preparing the Implementation Plan.

4.3 Development and Delivery of Products. Tyler shall use commercially reasonable efforts to (i) develop, deliver, install, verify, and test the Products for the End User, (ii) provide Documentation and other materials to the End User, and (iii) perform such modifications, conversion, training, and other services to the End User, all in accordance with the terms and conditions of the applicable End User License Agreement.

4.4 Maintenance and Support. Tyler shall be responsible for obtaining from each End User an executed Standard Maintenance Agreement, which shall provide each End User with the option to elect for either "Tier 1 Support" or "Tier 2 Support", the pricing of which shall be set forth in the Budget Proposal. Tyler shall use commercially reasonable efforts to provide maintenance and support services to the End User pursuant to the terms of the Standard Maintenance Agreement, and the CUC shall be responsible for collecting all maintenance and support fees pursuant thereto in accordance with Section 6.4 .

4.5 Compliance. Tyler shall comply with all federal, state, and local laws, regulations, and ordinances.

4.6 Service Rates. Tyler shall publish and provide to the CUC and End Users an annual price list ("Exhibit C") for its hourly time and materials service rates, which shall be in effect for the then current calendar year.

4.7 CUC Trade Name. Notwithstanding anything herein to the contrary, Tyler shall not use any name, trademark, or trade name of the CUC, directly or indirectly, whether in connection with advertising or otherwise, without the prior signed, written consent of the CUC as to each circumstance and occasion of use. Tyler shall not claim that the CUC endorses its products or services without the prior signed, written consent of the CUC. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Tyler individually or jointly with others, or any subcontractors, with respect to this agreement or any services or Deliverables provided herein.

5. ADDITIONAL RESPONSIBILITIES AND COVENANTS

5.1 CUC as End User Services Aggregator for Enterprise Modifications. The CUC, as a representative of Member Counties, shall manage the relationship of End Users and shall have the authority to represent the End Users collectively for the purpose of identifying and requesting the development of Enterprise Modifications on behalf of the End Users in consideration for the payment of the Enterprise Modification fee as more particularly set forth in this Section 5.1.

(a) After the execution of this Agreement, Tyler agrees to work in good faith with the CUC Technical Committee for the purposes of collecting and analyzing sufficient data to further refine and define in detail additional Enterprise Modifications. After the parties collect and analyze sufficient data to adequately identify and define in detail the scope of any Enterprise Modification, Tyler shall then discuss with the CUC Technical Committee the specifications, conduct a detailed analysis with respect to the Enterprise Modifications, and present to the CUC Technical Committee a detailed written report with respect to the findings of such analysis. For each Enterprise Modification authorized by the CUC Technical Committee pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC Technical Committee for inspection and approval. Upon approval by the CUC Technical Committee, Tyler shall develop and implement the Enterprise Modifications into the Court Admin System on an hourly basis in accordance with the timetable set forth in the applicable CPD document. In no event shall Tyler be responsible to the CUC for delays attributable to the CUC's failure to timely inspect and approve a CPD Document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.

(b) Upon delivery, installation, and diagnostic testing of Enterprise Modifications to the CUC Technical Committee, and regardless of whether or not the CUC supplies any test scripts, Tyler shall perform its standard test procedures set forth in the applicable CPD document and shall certify to the CUC Technical Committee that the Enterprise Modifications in each applicable phase is operating in accordance with the specifications and shall demonstrate such successful operation to the CUC Technical Committee (the "Verification Procedure"). Any defect to an Enterprise Modification that is revealed during the Verification Procedure shall be promptly corrected by Tyler, and appropriate documentation for such correction shall be produced and delivered to the CUC Technical Committee within thirty (30) days of such correction. The CUC Technical Committee, in its sole and absolute discretion, may monitor the Verification Procedure. As part of the Verification Procedure, the CUC Technical Committee may, but is not required to, submit to Tyler functional test scripts for each Enterprise Modification, which test scripts will be consistent with the CPD document and will be used by the CUC Technical Committee for purposes of verification testing of the Enterprise Modification. Tyler shall provide to the CUC Technical Committee for its internal use a Test Script Sample Set containing test scripts that the CUC Technical Committee may use as examples for the development of its test scripts. The parties must agree on the specifics of any supplied test scripts in order for the test scripts to become a part of the Verification Procedures. The parties will promptly, but in any event not less than five Business Days, meet in good

faith to resolve any issues or disagreements associated with each test script supplied by the CUC Technical Committee. The CUC Technical Committee or End User supplied test scripts, if any, will be in addition to Tyler's Verification Procedures. Upon completion of the Verification Procedure, the Enterprise Modifications shall be deemed part of the Judicial Software subject to the End User License Agreements.

(c) Enterprise Modifications shall be performed by Tyler at its then current published rates; provided, however, that the CUC shall have the option to purchase, in advance, and on behalf of the End Users 1,000-hour individual blocks of service hours at a discount of 15% off the then current published rates. In no event, however, shall the CUC purchase more than five (5) discounted 1,000-hour blocks in any given calendar year. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(d) The CUC shall have the option to require Tyler to provide a full-time, dedicated employee to serve as the Enterprise Modification coordinator for a six-month period for $90,000, which shall be due and payable in advance. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(e) Once the CUC collects and remits to Tyler $2 million in license fees pursuant to this Agreement, then for each $1 million of additional license fees collected and paid to Tyler by the CUC under this Agreement, the CUC shall have the option to purchase, in advance, on behalf of the End Users one (1) 500-hour block of services hours at a rate of $85 per hour. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

5.2 Multi-Jurisdictional Software. Upon the written request of the CUC, Tyler shall meet with the CUC Technical Committee for the purpose of discussing the development of a multi-jurisdiction search module (the "Multi-Jurisdictional Software"), including any relevant specifications, scope, cost, and development timelines. Tyler shall be under no obligation to develop the Multi-Jurisdictional Software unless and until the parties execute a mutually agreeable document within 18 months of the Effective Date of this Agreement that sets forth, in detail, each of the party's respective obligations in connection therewith (including, without limitation, detailed functional specifications, cost and payment terms, scheduling of Tyler resources, development timetables, and other material terms) and Tyler receives sufficient evidence in its discretion that the CUC has the financial ability to pay for the Multi-Jurisdictional Software. Such agreement shall provide that Tyler shall own all intellectual property rights in and to the Multi-Jurisdictional Software, that the CUC shall have exclusive rights to license the Multi-Jurisdictional Software, on a royalty-free basis, only to Counties within the State of Texas, and Tyler shall receive agreed upon maintenance and support fees for any such license issued by the CUC. All activities of Tyler pursuant to this Section 5.2 shall be billed to the CUC at Tyler's then current standard hourly rates. The CUC shall not be entitled to utilize any block or other service rate discounts provided for in this Agreement in connection with the Multi-Jurisdictional Software.

6. PAYMENT OBLIGATIONS

6.1 CUC Performance Bonus. Once the CUC collects and remits to Tyler an initial $2,000,000 in Judicial Software license fees pursuant to this Agreement, Tyler shall remit to the CUC a one-time performance bonus in the amount of $379,500, provided however that the CUC shall only be eligible for such one-time performance bonus if End User License Agreements for the initial $2,000,000 in Judicial Software license fees are fully executed on or before December 31, 2010. No bonus payment shall be made while the CUC or any End User is delinquent on any Tyler invoices.

6.2 License Fees. The CUC shall invoice and timely collect and promptly pay to Tyler all applicable license fees from End Users under the terms of the applicable End User License Agreement. Tyler shall notify the CUC upon the achievement of "operational use" as that term is defined in the End User License Agreement, and shall invoice the CUC for the applicable license fees when due.

6.3 Tyler Service Charges. Tyler shall invoice and collect directly from End Users all hourly services charges incurred by each End User and expenses incurred by Tyler on behalf of such End User, all in accordance with the End User License Agreement executed between Tyler and the applicable End User. Tyler shall invoice and collect directly from the CUC all hourly services charges incurred in the development of Enterprise Modifications.

6.4 Maintenance and Support Service Charges.

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the

maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year.6.5 Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7. PROPERTY RIGHTS

7.1 Title. Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Products (other than embedded third party software or other third person software) and all components and copies thereof. Nothing in this Agreement or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

7.2 No Other Rights. The CUC may not, directly or indirectly, in any form or manner, copy, distribute, reproduce, incorporate, use or allow access to, the Products, or modify, prepare derivative works of, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code or object code from the Products, except as explicitly permitted under this Agreement or otherwise agreed in writing.

7.3 Use of Trademarks and Trade Names. During the Term of this Agreement, Tyler grants the CUC a non-exclusive and non-transferable license to the trademarks, marks, and trade names (collectively, the "Tyler Trademarks") that Tyler may adopt from time to time solely in connection with the marketing, advertising, and distribution of the Products. Nothing herein shall grant the CUC any right, title, or interest in the Tyler Trademarks.

8. CONFIDENTIAL INFORMATION

8.1 Non-Disclosure. The CUC will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential Information, and the CUC will not use, make, sell, or otherwise exploit any such Tyler Confidential Information for any purpose other than performance of this Agreement, without Tyler's written consent except: (i) as may be required by law, regulation, judicial or administrative process; or (ii) as required in litigation pertaining to this Agreement, provided Tyler is given advance notice of such intended disclosure in order to permit Tyler the opportunity to seek a protective order. The CUC will ensure that all of its respective employees shall abide by the terms of this Section 8.1 and will be responsible for breaches by such persons.

8.2 Legal Proceedings. If the CUC is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Tyler Confidential Information, then the CUC shall provide Tyler with prompt written notice of such request or requirement

so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, the CUC nonetheless is legally compelled to disclose Tyler Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the CUC may, without liability herein, disclose to such court or tribunal only that portion of the Tyler Confidential Information which the court requires the CUC to disclose, provided that the CUC, at Tyler's expense, use reasonable efforts to preserve the confidentiality of the Tyler Confidential Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.

9. REPRESENTATIONS AND WARRANTIES

9.1 Standard Warranty to End Users. Tyler shall provide to each End User the representations and warranties set forth in the End User License Agreement, and the CUC shall be entitled to pass on to End Users the representations and warranties set forth in the End User License Agreement.

9.2 **NO OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THE APPLICABLE END USER LICENSE AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. LIMITATION OF LIABILITY

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE ENTERPRISE MODIFICATION FEE. THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT SHALL BE GOVERNED BY THE TERMS OF SUCH APPLICABLE AGREEMENT. IN NO EVENT SHALL THE CUC HAVE THE RIGHT TO ENFORCE ANY PROVISION OF AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT, UNLESS THE CUC SHALL BE A PARTY THERETO.

IN NO EVENT SHALL TYLER OR THE CUC BE LIABLE (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE CUC OR PARTICIPATING COUNTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) CLAIMS THAT ARE THE

SUBJECT OF INDEMNIFICATION UNDER SECTION 11 OF THIS AGREEMENT; OR (C) DAMAGES OCCASIONED BY VIOLATION OF LAW.

11. INDEMNIFICATION

11.1 Breach of End User License Agreement or Standard Maintenance Agreement. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims by an End User for breach by Tyler of the applicable End User License Agreement or Standard Maintenance Agreement.

11.2 General – Bodily Injury and Property Damage. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims arising from Tyler's participation in this Agreement for bodily injury or property damage sustained by or asserted against the CUC arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, consultants, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify the CUC against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the CUC or any other third party.

11.3 Intellectual Property. If any claim is asserted, or action or proceeding brought against the CUC that alleges that all or any part of the Products, in the form supplied, or modified by Tyler, or its subcontractors pursuant to Tyler's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the CUC, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the CUC harmless against any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the CUC against any liability, damages and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the CUC shall cooperate with Tyler in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Judicial Software made by the CUC or any third party pursuant to the CUC's directions, or upon the unauthorized use of the Judicial Software by the CUC.

12. INSURANCE

Tyler covenants that it shall provide and maintain the following insurance:

12.1 Commercial General Liability Insurance. Commercial liability insurance, including bodily injury, property damage, and products/completed operations coverage in the amount of not less than five million dollars ($5,000,000) each occurrence or aggregate where applicable.

12.2 Property Insurance. Property insurance shall be secured in amounts appropriate to adequately cover the business and personal property of Tyler, with no risk to any co-insurance penalty.

12.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation coverage providing statutory benefits and employer's liability insurance with minimum limits of one million dollars ($1,000,000) each accident/each employee covering all employees.

12.4 Additional Insured Endorsement. Any liability policy required hereunder shall contain an endorsement which applies such policy's coverage to CUC, and the officers, agents, employees and volunteers of CUC, individually and collectively as additional insureds. All liability insurance policies shall name the CUC as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the CUC's favor.

13. TERM, SUSPENSION, AND TERMINATION

13.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2014; and (b) the Agreement is terminated as provided herein (the "Term").

13.2 Termination for Cause. Either party may terminate this Agreement for Cause, provided that such party follows the procedures set forth in this Section 13.2.

(a) For purposes of this Section, "Cause" means either: (i) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such party receives written notice of such breach; (ii) breach of Section 8; or (iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Agreement until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with thirty (30) days to cure such alleged breach, and cooperates with the alleged breaching party during such thirty (30) day period on a good faith basis to cure such alleged breach. The cooperation procedures set forth in this Section 13.2(b) do not apply for a termination for Cause as defined in Section 13.2(a)(ii) or (iii) or if the CUC fails to timely pay any obligation when due to Tyler.

(c) In the event either party terminates this Agreement pursuant to this Section 13.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and each party may pursue all legal remedies available pursuant to or arising from this Agreement. In no event shall a termination of this Agreement affect the rights and obligations of Tyler or an End User under an executed End User License Agreement or Standard Maintenance Agreement.

13.3 Survival. The following provisions shall survive any termination of this Agreement: 6; 7; 8; 9; 10; 11; 13; and 14.

14. MISCELLANEOUS

14.1 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above (or, in the case of a End User, as set forth in the Participation Agreement), or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

14.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7 Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

14.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

14.9 Relationship of parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Each party shall be solely responsible for all matters relating to, associated with, or arising from the payment of such party's employees, including, without limitation, compliance with social security, disability insurance, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever, as well as all employment reporting for such party or any of its employees or agents. Neither party shall be considered an employee of the other party for any purpose, and shall not be entitled to any of the benefits or rights afforded to employees of the other party, including, without limitation, sick leave, vacation leave, holiday pay, public employees retirement system benefits (if applicable), or insurance benefits.

14.10 Governing Law. Any dispute arising out of or relating to this Agreement or

the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

14.11 Non-Discrimination. This Agreement is subject to applicable federal and state laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Tyler nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, religion, color, sex, national origin, creed, political affiliation, or veteran status. In addition, Tyler assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination pursuant to or arising from any program or activity funded in whole or in part pursuant to or arising from this Agreement. Tyler agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.

14.12 No Third party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party, including any County (except to the extent that a County becomes an End User and executes an End User License Agreement).

14.13 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

14.14 Force Majeure. No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay.

14.15 Equitable Relief. The CUC agrees that any violation of this Agreement by the such party with respect to its respective obligations set forth in Section 8 shall cause irreparable injury to Tyler and shall entitle Tyler to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.	TYLER TECHNOLOGIES, INC.
By:	By:
Name: Donald Lee	Name: BRUCE GRAHAM
Title: Executive Director 10/2/09	Title: PRESIDENT, COURTS & JUSTICE

Exhibits

A	Price List
B	Optional Software Price List
C	Hourly T&M Services Rates
D	End User License Agreement and Standard Maintenance Agreement

MASTER AGREEMENT
EXHIBIT A – PRICE LIST

Cat	County Population	Undiscounted Member County License Fee	Discounted License Fee (Member Counties before 12/31/2010)	Member Counties after 12/31/2010 or Non-Member Counties
1	1-19,999	140,000	126,000	187,000
2	20,000-29,999	200,000	180,000	277,000
3	30,000-49,999	250,000	225,000	355,000
4	50,000-74,999	350,000	315,000	512,000
5	75,000-149,999	575,000	517,500	751,000
6	150,000-499,999	775,000	697,500	1,040,000
7	500,000-999,999	1,295,000	1,165,500	1,354,000
8	1,000,000-1,749,999	1,750,000	1,575,000	2,080,000
9	1,750,000-2,499,999	1,830,000	1,647,000	3,039,000
10	2,500,000-4,000,000	3,150,000	2,835,000	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee(or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee)or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support: 18% of License Fee

Tier 1 Maintenance & Support: 21% of License Fee

MASTER AGREEMENT
EXHIBIT B - OPTIONAL SOFTWARE PRICE LIST
As of 7/27/2010

Section 1. Optional Applications and Modules

Category:	1	2	3	4	5	6	7	8	9	10
Example Clients	Franklin	Gillespie	Kerr	Rockwall Glynn	Gregg Monroe, Rockd	Lubbock Lehigh	Collin Lee	Bexar NH, Orange	Dallas, NM Dade, Wayne	Harris
APPLICATIONS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000
(Based on Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999
ODYSSEY Session Works: Judges Edition										
Per Judge (10% discount 5 or More, 20% discount 10 or more)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
ODYSSEY CHECK MANAGER	14,000	20,000	26,000	37,000	54,000	75,000	98,000	150,000	219,000	297,000
Check Manager Merchant Website	2,000	2,000	3,000	4,000	5,000	7,000	9,000	14,000	20,000	27,000
ODYSSEY SUPERVISION	24,000	35,000	45,000	65,000	96,000	132,000	172,000	264,000	386,000	522,000
ODYSSEY LAW ENFORCEMENT RMS	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000
TYLER JURY	11,000	16,000	21,000	30,000	44,000	60,000	78,000	120,000	176,000	237,000
Category:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
APPLICATIONS	1	10	25	50	100	150	250	1,000	2,000	3,000
(Based on Jail Beds)	9	24	49	99	149	249	999	1,999	2,999	3,999
ODYSSEY JAIL MANAGER										
Jail Management	34,000	53,000	84,000	150,000	180,000	250,000	375,000	450,000	1,000,000	1,500,000
Mugshots	3,000	4,000	7,000	12,000	14,000	19,000	29,000	34,000	75,000	113,000
Jail Commissary Interface	2,000	3,000	5,000	8,000	9,000	13,000	19,000	23,000	50,000	75,000
NorthPointe Classification System	5,880	5,880	5,880	6,374	9,900	15,600	20,340	24,420	24,420	24,420

Section 2. Optional Add-on Features

Category:	1	2	3	4	5	6	7	8	9	10	MEGA
Example Clients	Franklin	Gillespie	Kerr	Rockwall Glynn	Gregg Monroe, Rockd	Lubbock Lehigh	Collin Lee	Bexar NH, Orange	Dallas, NM Dade, Wayne	Harris	
ODYSSEY FUNCTIONAL OPTIONS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
			*** See Feature Sheets for Implementation details, installation, other costs ***								
Document Management											
Enterprise DMS - Single Doc Scan/Attach	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Auto Attach (Req. Enterprise)	5,000	7,000	9,000	13,000	19,000	26,000	34,000	52,000	76,000	103,000	
Record on Appeal Creator	3,000	4,000	5,000	7,000	10,000	13,000	17,000	26,000	38,000	52,000	
e-Signatures + merged to TIFF (Future)	9,000	13,000	16,000	24,000	34,000	47,000	62,000	94,000	138,000	186,000	
Merged to TIFF Only (Future)	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Citation Image Zoom											
TX per JP (see standard proposal for JP Package)	2,000	2,000	2,000	2,500	3,750	5,000	6,500	10,000	14,750	19,750	
National	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Distributed Storage											
Server License	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000	
Each Local Store	3,000	4,000	6,000	8,000	11,000	15,000	15,000	15,000	15,000	15,000	
Public Access											
Public Access - Basic	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Agency Secure Access	1,000	2,000	2,000	3,000	4,000	5,000	7,000	10,000	15,000	20,000	
Attorney Secure Access	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Online Documents	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	
Court Data Download	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	
Category:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**MEGA**
MISC / TOOLS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
			*** See Feature Sheets for Implementation details, installation, other costs ***								
Mass Party Merge	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Configuration Tools - Simple	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Configuration Tools - Complex	2,000	3,000	4,000	6,000	8,000	11,000	15,000	22,000	33,000	44,000	
Configuration Tools - Security	3,000	4,000	5,000	7,000	11,000	14,000	19,000	28,000	41,000	56,000	
Configuration Tools - All	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Multijurisdictional Configuration Tools	See Sales Manager										
Alt-F1 Web Reports Framework	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Custom Reporting	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Geospatial Mapping	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Mobile Civil Papers	Will be included in product										
Category:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	
Business Intelligence	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	
Business Intelligence											
Enterprise - All Cubes, ALL BIP's	23,000	34,000	43,000	62,000	90,000	125,000	163,000	250,000	365,000	494,000	
Case Manager Cube	9,000	14,000	17,000	25,000	36,000	50,000	65,000	100,000	146,000	198,000	
BIP #1 - 5 NCSC Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Financial Manager	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Jail Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 - Base Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Enhanced Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
ICJ Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 - X Office Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP#3-Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Subscription to Judicial Tyler Hosted Cube (Mont	1,000	1,000	1,000	2,000	2,000	2,500	4,000	5,000	8,000	10,000	
Subscription to each additional Cube (Monthly)	1,000	1,000	1,000	1,000	2,000	1,500	2,000	3,000	5,000	6,000	
Enterprise Subscription - All Cubes, All BIP's (Mo	1,000	2,000	2,000	3,000	4,000	4,500	6,000	9,000	14,000	18,000	
Category:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**MEGA**
ODYSSEY INTERFACES	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
			*** See Feature Sheets for Implementation details, installation, other costs ***								
Outlook/Exchange Calendar											
Session Sync (per client, unlimited individual use)	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	
Integration Toolkits											
Case Manager Libraries	15,000	20,000	40,000	50,000	50,000	100,000	100,000	125,000	125,000	150,000	
Jail Manager Libraries	7,500	10,000	20,000	25,000	25,000	50,000	50,000	62,500	62,500	75,000	
Third Party Connectors			*** In addition to Tyler connectors, features below require third party software & services ***								
Tybera Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Mentis Redaction Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Sonant Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Generic E-Filing Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Third Party Tools											
Mentis iaRedact	Based on volumes, Please contact your Tyler Sales Rep										

SEE SALES MANAGER

SEE SALES MGR

SEE SALES MANAGER

*See Exhibit A For Maintenance & Support Rates on Optional Applications, Modules, and Features

Section 3. Optional Add-on Features – Tyler Municipal Court

Product Description	0 - 5K Population Level A License Fees	5K - 10K Population Level B License Fees	10K - 15K Population Level C License Fees	15K - 20K Population Level D License Fees	20K - 25K Population Level E License Fees	25K - 35K Population Level F License Fees	35K - 45K Population Level G License Fees	45K - 55K Populatin Level H License Fees	55K - 65K Population Level I License Fees	65K - 75K Population Level J License Fees	75K - 100K Population Level K License Fees
Municipal Court Case Management											
Criminal Court Case Management	$ 5,500	$ 6,600	$ 11,000	$ 15,400	$ 17,600	$ 27,500	$ 33,000	$ 44,000	$ 55,000	$ 75,000	$ 100,000
Probation Management	$ 2,250	$ 2,500	$ 3,250	$ 3,750	$ 4,400	$ 6,875	$ 8,250	$ 11,000	$ 13,750	$ 18,750	$ 25,000
Prosecutor Management	$ 2,250	$ 2,500	$ 3,250	$ 3,750	$ 4,400	$ 6,875	$ 8,250	$ 11,000	$ 13,750	$ 18,750	$ 25,000
Civil Court Case Management	$ 2,750	$ 3,300	$ 5,500	$ 7,700	$ 8,800	$ 13,750	$ 16,500	$ 22,000	$ 27,500	$ 37,500	$ 50,000
Centralized Cash Collections	$ 880	$ 1,100	$ 1,650	$ 2,200	$ 2,750	$ 3,300	$ 4,400	$ 6,600	$ 6,600	$ 8,250	$ 9,900
INCODE Scheduling	$ 2,750	$ 4,000	$ 4,500	$ 5,100	$ 5,700	$ 6,300	$ 6,900	$ 7,500	$ 8,100	$ 8,500	$ 10,500
- Warrants											
- Macros											
- Citation Import											
Citation Issuing Device Interface	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000
INCODE Court Web Services	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400
Texas TLETS Warrant Interface	$ 5,500	$ 5,500	$ 5,500	$ 8,800	$ 8,800	$ 8,800	$ 11,000	$ 11,000	$ 13,200	$ 13,200	$ 16,500
Court/Police (Non-INCODE) Interface	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500
- Import or Export of warrants/dispositions											
General Ledger Interface (Non-INCODE)	$ 3,300	$ 3,575	$ 3,575	$ 3,575	$ 3,850	$ 3,850	$ 4,400	$ 4,400	$ 4,950	$ 5,500	$ 5,500
GIS/Street Index Extract	$ 3,300	$ 3,575	$ 3,575	$ 3,575	$ 3,850	$ 3,850	$ 4,400	$ 4,400	$ 4,950	$ 5,500	$ 5,500
Red Light Camera Interface	$ 3,300	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,150	$ 7,700	$ 8,250	$ 8,800
Collection Agency Export Interface	$ 1,100	$ 1,650	$ 2,200	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750
SETCIC (Harris Co Courts) Collections Export Interface	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100
Tyler Output Processor Server	$ 1,100	$ 1,100	$ 1,650	$ 2,310	$ 2,640	$ 4,125	$ 4,950	$ 6,600	$ 8,250	$ 11,250	$ 15,000
Tyler Content Management	$ 2,500	$ 2,500	$ 3,300	$ 4,620	$ 5,280	$ 8,250	$ 9,900	$ 13,200	$ 16,500	$ 22,500	$ 30,000

Product Description	100K - 200K Population Level L License Fees	200K - 300K Population Level M License Fees	300K - 400K Population Level N License Fees	400K - 500K Population Level O License Fees	500K - 600K Population Level P License Fees	600K - 700K Population Level Q License Fees	700K - 800K Population Level R License Fees	800K - 900K Population Level S License Fees	900K - 1.0M Population Level T License Fees	1.0M - 1.5M Population Level U License Fees
Municipal Court Case Management										
Criminal Court Case Management	$ 200,000	$ 300,000	$ 400,000	$ 500,000	$ 600,000	$ 700,000	$ 800,000	$ 900,000	$ 1,000,000	$ 1,500,000
Probation Management	$ 50,000	$ 75,000	$ 100,000	$ 125,000	$ 150,000	$ 175,000	$ 200,000	$ 225,000	$ 250,000	$ 375,000
Prosecutor Management	$ 50,000	$ 75,000	$ 100,000	$ 125,000	$ 150,000	$ 175,000	$ 200,000	$ 225,000	$ 250,000	$ 375,000
Civil Court Case Management	$ 100,000	$ 150,000	$ 200,000	$ 250,000	$ 300,000	$ 350,000	$ 400,000	$ 450,000	$ 500,000	$ 750,000
Centralized Cash Collections	$ 15,000	$ 20,000	$ 25,000	$ 30,000	$ 35,000	$ 40,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000
INCODE Scheduling	$ 15,000	$ 20,000	$ 25,000	$ 30,000	$ 35,000	$ 40,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000
- Warrants										
- Macros										
- Citation Import										
Citation Issuing Device Interface	$ 10,000	$ 15,000	$ 15,000	$ 20,000	$ 20,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
INCODE Court Web Services	$ 8,800	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Texas TLETS Warrant Interface	$ 20,000	$ 30,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Court/Police (Non-INCODE) Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
- Import or Export of warrants/dispositions										
General Ledger Interface (Non-INCODE)	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
GIS/Street Index Extract	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Red Light Camera Interface	$ 20,000	$ 30,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Collection Agency Export Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
SETCIC (Harris Co Courts) Collections Export Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Tyler Output Processor Server	$ 30,000	$ 45,000	$ 60,000	$ 75,000	$ 90,000	$ 105,000	$ 120,000	$ 135,000	$ 150,000	$ 225,000
Tyler Content Management	$ 60,000	$ 90,000	$ 120,000	$ 150,000	$ 180,000	$ 210,000	$ 240,000	$ 270,000	$ 300,000	$ 450,000

Maintenance and Support Services on Municipal Court software is 25% of License Fees.

Section 4. Optional Add-on Features – Tyler Public Safety

Product Description	0 - 10 Sworn Officers Level A License Fees	11 - 20 Sworn Officers Level B License Fees	21 - 30 Sworn Officers Level C License Fees	31 - 40 Sworn Officers Level D License Fees	41 - 50 Sworn Officers Level E License Fees	50 - 75 Sworn Officers Level F License Fees	76 - 100 Sworn Officers Level G License Fees	101 - 125 Sworn Officers Level H License Fees	126 - 150 Sworn Officers Level I License Fees	151 - 175 Sworn Officers Level J License Fees	176 - 300 Sworn Officers Level K License Fees
Tyler Public Safety											
Tyler Public Safety CAD											
CAD	$ 11,000	$ 13,200	$ 16,500	$ 19,800	$ 23,100	$ 29,700	$ 36,300	$ 42,900	$ 49,500	$ 56,100	$ 62,700
Dispatcher (additional seat)	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,575	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 5,500	$ 5,500
External Agency (per agency)	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,475	$ 2,750	$ 3,025	$ 2,750	$ 2,750
E-911 Server Interface	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,700	$ 8,800	$ 9,900	$ 11,000	$ 12,100	$ 13,200
E-911 Client Interface (additional clients)	$ 550	$ 550	$ 550	$ 550	$ 825	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,650	$ 1,650
NCIC Server Interface	$ 6,600	$ 6,600	$ 7,150	$ 7,700	$ 8,250	$ 9,900	$ 11,000	$ 12,100	$ 13,200	$ 14,300	$ 15,400
NCIC Client Interface (additional clients)	$ 825	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200
CAD 24x7 Support	$ 5,000	$ 5,000	$ 6,000	$ 7,500	$ 7,500	$ 10,000	$ 10,000	$ 12,000	$ 15,000	$ 15,000	$ 20,000
- When utilized each call $250											
Combined Search	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,575	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 5,500	$ 5,500
Tyler Public Safety Mobile Applications											
Mobile Communication Server	$ 7,700	$ 8,800	$ 9,900	$ 1,100	$ 12,100	$ 13,200	$ 16,500	$ 19,800	$ 23,100	$ 26,400	$ 30,000
Mobile RMS Client (per seat)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Mobile CAD Client (per seat)	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650
Mobile AVL Client (per seat)	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275
Mobile Ciations Client (per seat)	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550
*** pricing subject to change based on # of mobile clients*											
Tyler Public Safety Mapping											
CAD Mapping Interface	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650
RMS Mapping Interface	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350
Tyler Public Safety RMS	$ 19,800	$ 26,400	$ 33,000	$ 39,600	$ 46,200	$ 44,400	$ 72,600	$ 85,800	$ 99,000	$ 112,200	$ 125,400
- Base RMS System											
Case Management/Events Center	$ 6,600	$ 8,800	$ 11,000	$ 13,200	$ 15,400	$ 18,800	$ 24,200	$ 28,600	$ 33,000	$ 37,400	$ 41,800
Vehicle Impound	$ 1,650	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,950	$ 6,050	$ 7,150	$ 6,050	$ 9,350	$ 10,450
Pawn Tickets	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 3,850	$ 4,950	$ 5,500
Personnel	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 7,150	$ 9,900	$ 11,000
Messaging/Message Board	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 7,150	$ 9,900	$ 11,000
Jail Intake & Booking Module	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,700	$ 8,800	$ 9,900	$ 10,800	$ 12,100	$ 13,000
Tyler Public Safety Permits & Registration											
Alarm Tracking/Permitting	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Sex Offender Registration	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Pet Registration	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Bicycle Registration	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Tyler Public Safety Report Solutions											
Report Writer	$ 3,850	$ 4,125	$ 4,400	$ 4,675	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,000	$ 7,700	$ 8,250
Additional Designer (per seat)	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550
Tyler Public Safety Property Room/Evidence Management											
Property Room	$ 3,300	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 9,900	$ 12,100	$ 14,300	$ 16,500	$ 18,700	$ 20,900
PDA Server Software	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,850	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600
PDA Interface (per handheld)	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330
Tyler Public Safety Interfaces											
Tyler Court Case Management Interface	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Brazos Technology Citation Interface	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750
Third Party Citation Issuing Device Interface	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
LEAP Interface	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
LiveScan Fingerprint System Interface	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400
Firehouse CAD Monitor Interface	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500
Accident Reporting Diagramming Software Interface	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
CAD Call Sheet Export to Another TPS Agency	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500

Maintenance and Support Services on Public Safety software is 25% of License Fees.

MASTER AGREEMENT
EXHIBIT C – 2009 T&M SERVICES HOURLY RATES

Project Management	$160.00 per hour
Technical Services	$149.00 per hour
Training Services	$138.00 per hour

MASTER AGREEMENT
EXHIBIT D – END USER LICENSE AGREEMENT AND STANDARD MAINTENANCE AGREEMENT

End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and _____ County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. Section 2.2 of Exhibit A shall not apply to this Agreement. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.		**END USER**	
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____

(Schedule 1)
Investment Summary

Software & Services				Maintenance & Support	
Software Licenses			**License Fees**	**Support Type**	**Annual M&S Fees**
Licensed Software				Standard	$0
Professional Services					
T&M Services	**Rate**	**Hours**	**Cost**		
Deployment	149.00		$0		
Consulting	149.00		$0		
Embedded Third Party Software					
None					

Total License Fees	$	-
T&M Services	$	-
Subtotal	$	-
Estimated Travel Expenses		
Total Contract Price	$	-

Maintenance & Support Fees:
$0

Maintenance Effective Date:
10/1/2011

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than teh Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

(a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed

Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.

(b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.

(c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.

(d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.

(e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**.

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	**% of License Fee Payable**
Contract Execution	100%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees

from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that teh other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek

protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; **Error! Reference source not found.**; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**.

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to End User regarding resolution of said non-defect failure(s); and

(c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

[Remainder of this page intentionally left blank]

CUC Master Agreement
Amendment No. 1

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on September 9, 2009, Tyler and the CUC entered into that certain CUC Master Agreement (the "Agreement); and

WHEREAS, pursuant to Section 14.7 of the Agreement, Tyler and the CUC desire to amend the terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Strategic Initiatives means software development projects: (a) that result in new functionality jointly identified by Tyler and the CUC as having significant value and/or return-on-investment to counties; (b) that can be packaged or bundled as discrete software options; and (c) which the parties can reasonably determine that a market exists for the resale of such functionality sufficient to provide a return on investment to Tyler and the CUC consistent with industry standards.

3. CUC as End User Services Aggregator for Strategic Initiatives. The CUC, as a representative of End Users, shall manage the relationship of End Users and shall have the authority to represent the End Users collectively for the purpose of identifying and requesting the development of Strategic Initiatives on behalf of the End Users, as set forth below:

(a) At least twice per year, Tyler, the CUC, and the CUC Technical Committee (or such other representatives as may be designated by the CUC Oversight Board) shall meet jointly to identify potential Strategic Initiatives.

(b) Potential Strategic Initiatives may be identified for any of the modules and/or software components available through the Master Software License and Professional Services Agreement.

(c) End Users, Tyler, or the CUC may suggest that modifications that have already been completed either as Enterprise Modifications or Local Modifications be considered as Strategic Initiatives.

(d) For each Strategic Initiative authorized by the CUC pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC for inspection and approval. Upon approval by the CUC, Tyler shall develop and implement the Strategic Initiative on a T&M basis at Tyler's then current hourly rates, subject to the credits and discounts set forth in (e), in accordance with the applicable CPD document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.

(e) Upon approval of each Strategic Initiative as set forth in (b), Tyler shall issue a credit to the CUC for 50% of the cost of developing the CPD. Additional development or other services provided by Tyler to implement the Strategic Initiative shall be invoiced at a discount equal to 50% of Tyler's then current hourly rate for such services as set forth in the Agreement.

(f) Upon completion of the Verification Procedure (as set forth in Section 5 of the Agreement): (i) Tyler shall add the applicable Strategic Initiative to the Optional Software Price List; (ii) the Strategic Initiative shall be deemed Optional Software as set forth in the Agreement; and (iii) the CUC shall designate in writing to Tyler a list of End Users who may license the applicable Strategic Initiative without an Optional Software License Fee.

(g) On an annual basis, the CUC may update the list(s) of End User who may license any or all applicable Strategic Initiative(s) without an Optional Software License Fee so that newly enrolled and existing End User(s) are encouraged to continue contributing toward the expansion of the Enterprise Modification program.

(h) Nothing in the Agreement, this Amendment, or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Strategic Initiatives, Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

4. Marketing costs. The CUC shall have no liability for the costs to market and sell the Strategic Initiatives to counties, states, and other jurisdictions who are not End Users actively participating in the CUC TechShare program (collectively, the "Resale Market"). The CUC shall reasonably cooperate with Tyler's efforts to market the Strategic Initiatives including, without limitation, providing references, assisting with the development of case studies, and by reasonably participating, at Tyler's expense, in industry events that showcase the Strategic Initiatives.

5. Further development and maintenance costs. The CUC shall have no liability for subsequent enhancement and maintenance of the Strategic Initiatives for the Resale Market. Such development and maintenance shall be at Tyler's expense.

6. Revenue Share. Tyler may market, sell, and license the Strategic Initiatives to counties, states, and other jurisdictions who are not End Users actively participating in the CUC TechShare program. For a period of four years after the completion of each such Strategic

Initiative, Tyler will annually pay to the CUC a royalty for such Strategic Features sold by Tyler as follows:

(a) 25% of the license fees sold in the first year; and

(b) 25% of the license fees sold in the second year; and

(c) 25% of the license fees sold in the third year; and

(d) 25% of the license fees sold in the fourth year.

7. Survival. The CUC's right to receive royalty payments as set forth in Section 4 of this Amendment shall survive the expiration of the Term of the Agreement.

8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.	**TYLER TECHNOLOGIES, INC.**
Signature:	Signature:
Date: 9/20/10	Date: 9/24/10
Name: Donald Lee	Name: Bruce Graham
Title: Executive Director	Title: President –Courts & Justice Solutions

CUC Master Agreement
Amendment No. 2

This Amendment No. 2 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on September 8, 2009, Tyler and the CUC entered into that certain CUC Master Agreement (the "Agreement"); and

WHEREAS, pursuant to Section 14.7 of the Agreement, Tyler and the CUC desire to amend the terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. End Users. A County that acquires the rights to the Products pursuant to the applicable SaaS Agreement shall be considered End Users as defined in the Agreement.

3. SaaS Agreement means Tyler's standard Software as a Service and Professional Services Agreement, which is attached hereto as Exhibit E. The CUC shall ensure that all SaaS Agreements are properly executed by End Users, shall collect the SaaS Fee as set forth therein, and shall promptly deliver to Tyler all such SaaS Fees in accordance with the terms of such SaaS Agreement.

4. Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User who desires a Software as a Service solution, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a SaaS Agreement. No Implementation Plan or further Notice to Proceed shall be required under this Section 4 unless requested by the County and incorporated into the terms of the SaaS Agreement.

5. Maintenance and Support. No separate Maintenance and Support Agreement shall be required if a County executes a SaaS Agreement.

6. Price List. The Price List amended to include the per user monthly pricing for Software as a Service as set forth in Exhibit A-1 and attached hereto. The per user monthly pricing set forth in Exhibit A-1 may not be discounted without Tyler's prior written consent.

7. SaaS Fees.

a. Tyler shall invoice the CUC for SaaS Fees incurred by an End User in accordance with the terms of the SaaS Agreement, which, in any event, shall provide that the SaaS Fees shall be billed annually in advance. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the SaaS Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each End User and collecting payments from the applicable End User with respect to the SaaS Fees. The CUC shall remit to Tyler all SaaS Fees collected on behalf of an End User, less a six percent (6%) administrative fee, which shall be retained by the CUC. The CUC shall make such remittances to Tyler promptly, but in no event later than thirty (30) business days after receipt by the CUC of SaaS Fees from an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future SaaS Fees.

b. In order to encourage prompt and timely payment of the SaaS Fees by each End User, each SaaS Agreement shall provide for the following: (i) all SaaS Fees shall be due and payable by the End User to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the End User shall be liable for such interest, on all late payments of SaaS Fees as set forth in the SaaS Agreement; (iii) and Tyler may, in its sole discretion, suspend services or take other actions set forth in the SaaS Agreement with respect to an End User for all outstanding invoices that are sixty (60) days or more past due.

c. Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

8. Benefits of Continued Participation in the CUC TechShare Program.

a. Any End User License Agreements or SaaS Agreements issued by Tyler to any End User after the Effective Date of this Amendment shall include provisions that make the following incentives contingent on continued participation in the CUC TechShare

program: (i) any waiver of Maintenance and Support Fees on CUC Enterprise Modifications; (ii) any limitations on annual increases on the rates for Annual Maintenance and Support; (iii) any limitations on annual increases on the rates for professional services; and (iv) any limitations on the increase of renewal rates for annual SaaS Fees. Tyler may issue SaaS Agreements or End User License Agreements to End Users without such contingency provisions only upon written authorization from the CUC.

b. During the Term of the Agreement, the pricing set forth in Exhibit A (Price List) for Tyler license fees to Member Counties or Texas Counties eligible for membership shall be more favorable than the pricing Tyler offers to the same counties outside this Agreement.

9. Maintenance and Support Service Charges. Section 6.4(a) of the Agreement is amended to read as follows:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of maintenance and support fees, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

10. Replacement of Exhibit A. Exhibit A to the Master Agreement (Price List) is hereby deleted in its entirety and replaced with the new Exhibit A (Price List).

11. Replacement of Exhibit D. Exhibit D to the Master Agreement (End User License Agreement and Standard Maintenance Agreement) is hereby deleted in its entirety and replaced with the new Exhibit D (End User License Agreement and Professional Services Agreement).

12. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, as previously amended, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. The Agreement, Amendment No. 1, and this Amendment No. 2 constitute the entire understanding and contract between the Parties and supersede any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment

shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.	**TYLER TECHNOLOGIES, INC.**
Signature:	Signature:
Date: 2/8/12	Date: 2/27/12
Name: Donald Lee	Name: Bruce Graham
Title: Executive Director	Title: President –Courts & Justice Solutions

MASTER AGREEMENT
EXHIBIT A-1 – SOFTWARE AS A SERVICE PRICE LIST

	Member County Pricing		Non-Member County Pricing	
Total Users	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)
0-10	297.50	157.50	350.00	175.00
11-20	255.00	135.00	300.00	150.00
21-40	212.50	112.50	250.00	125.00
41-60	191.25	101.25	225.00	112.50
61-80	170.00	90.00	200.00	100.00
81-100	157.50	78.75	175.00	87.50
101-120	135.00	67.50	150.00	75.00
121-150	112.50	56.25	125.00	62.50
Each user over 150	135.00	67.50	150.00	75.00

Software as a Service pricing is applicable to:

- Odyssey Case Manager
- Odyssey Jail Manager
- Odyssey Prosecutor
- Odyssey Check Manager
- Odyssey Law Enforcement
- Odyssey Supervision
- Odyssey Financial Manager
- Tyler Jury

Optional features may incur an additional per user monthly fee.

MASTER AGREEMENT
EXHIBIT A - PRICE LIST

Cat	County Population	Member County License Fee	Non-Member License Fee
1	1-19,999	158,950	187,000
2	20,000-29,999	235,450	277,000
3	30,000-49,999	301,750	355,000
4	50,000-74,999	435,200	512,000
5	75,000-149,999	638,350	751,000
6	150,000-499,999	884,000	1,040,000
7	500,000-999,999	1,150,900	1,354,000
8	1,000,000-1,749,999	1,768,000	2,080,000
9	1,750,000-2,499,999	2,583,150	3,039,000
10	2,500,000-4,000,000	3,492,650	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee(or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee)or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support:	18% of License Fee
Tier 1 Maintenance & Support:	21% of License Fee

Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Travis County, a political subdivision of the State of Texas ("County" or the "Client").

Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto or to be attached during the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Levels
- Exhibit C. – Tyler Technologies Proposal dated 2/10/2012 (Scope of Work/Implementation Plan)
- Exhibit D. – Ethics Affidavit
- Exhibit E. – Travis County Security Requirements

C. Tyler and Client expressly acknowledge and agree that Client has the option, during the Agreement term, to convert this Agreement from a Software as a Service contract to a standard Tyler Technologies Software License Agreement (the "Tyler SLA") under which Client will have access to, and the right to use the Odyssey Online application in Client's internal hardware environment. If Client exercises this option, Client will have the opportunity to review and, if Client deems necessary, to revise the Tyler SLA with mutual consent. After the parties have agreed to the terms and conditions of the modified Tyler SLA and the same has been fully executed, this Agreement will terminate. If termination occurs on a date other than the last day of the month, Tyler will either refund the prorated portion of any prepaid monthly user fees to Client or credit the sum of such fees to the Tyler SLA license fees.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.		**CLIENT**
Signature:		
Date:		
Name:	Bruce Graham	
Title:	President	Tyler Courts & Justice Solutions
Address:	6500 International Parkway, Suite 2000	
	Plano, Texas 75093	

(Schedule 1)
Investment Summary

Odyssey Online - Licensed Software	No. Users	Months	Cost/User per Month	SaaS Fee
Software as a Service - JP Courts 1,2,3,4 & 5				
Months 1-7: No active users	-	7	112.50	$0
Months 8-10: 58 active users (JP3)	58	3	112.50	$19,575
Months 11-12: 140 active users (JP 1,2,3,5)	140	2	112.50	$31,500
Year 1 - Prorated Annual SaaS Fee		**12**		**$51,075**
Month 13:140 active users (JP 1,2,3,5)	140	1	112.50	$15,750
Months 14-24: 157 active users (JP 1,2,3,4,5)	157	11	112.50	$194,287.50
Year 2 - Prorated Annual SaaS Fee		**12**		**$210,037.50**
Months 15-36: 157 active users (JP 1,2,3,4,5)	157	12	112.50	$211,950
Year 3 - Annual SaaS Fee		**12**		**$211,950**

Included Modules
- Odyssey Case Manager and Financial Manager
- Document Management- Enterprise DMS-Single Doc Scan/Attach
  - Remote Doc Store
- Public Access- Basic
- Enterprise Custom Reporting
- Texas Reporting- JP Omnibase and JP Electronic Disposition
- ePayments (hardware not included)

Embedded Third Party Software

None

Implementation Services

Professional Services

T&M Services	Hours	Rate	Cost
Project Management (Project Services)	2,016	$160	$322,560
Data Conversion (Technical Services)	1,900	$149	$283,100
Setup, Configuration & Consulting (Technical Services)	1,075	$149	$160,175
Customization (Technical Services)	250	$149	$37,250
Training & Go-Live Assistance (Training Services)	1,560	$138	$215,280
		Subtotal T&M Services	$1,018,365
		Estimated Travel Expenses	$161,641
		Total Implementation Services	**$1,180,006**

Field Code Changed

Notes:

1. The Cost/User per Month fees shown above include Tier 1 Maintenance & Support, as "Tier 1 Support" is defined in the CUC Master Agreement.

2. Tyler shall provide weekly status reports on the Project Implementation Services. These status reports shall include updates on the number of hours used (and hours remaining) out of the allocated number of hours shown for each item listed under "T&M Services" above. Tyler shall not exceed the allocated number of hours unless Tyler has obtained the prior written approval from an authorized County representative.

3. Annual SaaS Fees shall be invoiced to Client pursuant to Section 3 of Exhibit A. The prorated Annual SaaS Fees reflected in the Investment Summary are invoiced in advance and include increasing user counts over the Term of the agreement.

(Exhibit A)

General Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excluding any Tyler holiday.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.6. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.7. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.8. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.9. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.

1.10. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.11. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.

1.12. Licensed Property means the Licensed Software and the Documentation.

1.13. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.14. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.15. Party means, individually, Tyler and Client.

1.16. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.18. Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.

1.19. T&M means time and materials.

1.20. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software. "Minimally required" hardware includes all hardware identified by Tyler in Exhibit C (the "Scope of Work") as necessary to operate the Licensed Software.

1.21. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software. "Minimally required" software includes all software identified by Tyler in Exhibit C (the "Scope of Work") as necessary to operate the Licensed Software.

1.22. Confidential and Proprietary Information means all information in any form that is or should be reasonably understood to be confidential or proprietary to Tyler relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

1.23. Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT., EXCEPT WHERE CLIENT HAS TERMINATED THIS AGREEMENT FOR CAUSE AS PROVIDED HEREIN.TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. User Licenses. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new

Users replacing former Users who no longer require ongoing use of the Licensed Property.

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed confidentiality agreement (in a form approved by both parties) prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. FEES AND INVOICING

3.1. SaaS Fee. Invoice and payment of the SaaS Fee shall be governed by Section 3.5. Upon expiration of Tyler's Master Agreement with CUC and/or expiration of the CUC Addendum between County and CUC facilitating procurement by County of Tyler products and services under this Agreement, Tyler and County may, at their option and in their sole discretion, enter into a separate contract to procure Odyssey Court Administration System products and services. In the event County and Tyler execute such a contract, Tyler will charge County the same fees set forth in Schedule 1.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, or food expenses actually and reasonably incurred by Tyler in performing its professional services herein related to such Services as have been approved in advance by the Travis County Commissioners Court. All reimbursements shall be made in accordance with the Travis County Budget Rules. A copy of the Budget Rules has been provided to Tyler prior to execution of this Agreement.

3.4. Invoice and Payment for Professional Services. Tyler shall invoice Client for professional services (and, if related to Services authorized in advance as stated in Section 3.3, associated expenses) on a monthly basis.

3.5. Invoice and Payment of Annual SaaS Fees. Annual SaaS Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for Annual SaaS Fees incurred by the County in accordance with the terms of the CUC Master Agreement on the following schedule:

April 1, 2012 - $51,075.00 for the period April 1, 2012 through March 31, 2013

April 1, 2013 - $210,037.50 for the period April 1, 2013 through March 31, 2014

April 1, 2014 - $211,950.00 for the period April 1, 2014 through March 31, 2015

Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial SaaS due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing the County and collecting payments from the County with respect to the Annual SaaS Fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all Annual SaaS Fees collected on behalf of an the County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the County, to invoice the County directly for all future Annual SaaS Fees.

3.5 Payment will be made net thirty (30) days from the date of invoice and shall be made by check or warrant by Client upon satisfactory delivery and acceptance of products and services and submission of an invoice to the following address: County Auditor, P.O. Box 1748, Austin, Texas 78767. As a minimum, invoices shall include: (i) name, address, and telephone number of Tyler and similar information in the event payment is to be made to a different address; (ii) Travis County contract or Purchase Order number; (iii) identification of products or services as outlined in this Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Agreement, including a reference to the specific items being invoiced under this Agreement. Travis County will not pay invoices that are in excess of the amount authorized by the Purchase Order. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Agreement award. Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

3.6 Tyler shall provide Client with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis if approved by the Commissioners Court as provided in Section 3.3. Additional services requested by Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Client shall, at its sole expense and if available, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software, except to the extent described in Section 10.

4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of

Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 1.1 or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to confirm that the Licensed Software is properly installed, and, upon confirmation of successful completion of installation, shall deliver written instructions for accessing the Licensed Software to Client.

6. CERTIFICATION OF THE LICENSED SOFTWARE

6.1. Certification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof or to exercise its rights under Section 15.3, which shall be Client's sole right and remedy against Tyler for this failure to certify.

6.2 Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

6.3 Participation. Both parties agree to devote reasonable and sufficient resources upon installation to the Certification effort described in Section 6.1 and that such Certification shall not unreasonably be delayed.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.8.

8. MAINTENANCE AND SUPPORT SERVICES

8.1 Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

8.2 Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) arrange for Tyler to provide all training of Client's personnel; (b) collect, prepare, and enter all data (other than data to be converted by Tyler pursuant to this Agreement) necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide end user workstations that conform to Tyler's minimum requirements as specified in the Scope of Work attached to this Agreement as Exhibit C; and (e) provide the requisite networks.

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1 Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process, including but not limited to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney General's Office ; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2 Judicial Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. REPRESENTATIONS AND WARRANTIES

10.1 Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2 Performance Warranty. Tyler expressly warrants and represents to Client that the Licensed Software will conform to the specifications, performance capabilities, functions and other descriptions set forth in this Agreement and in the Documentation.

10.3 Overall System Functionality. Insofar as any Embedded Third Party Software contains, integrates or otherwise interfaces with the Licensed Software, Tyler will be responsible for ensuring that such third party products, when operating in conjunction with the Licensed Software, function in accordance with the specifications set forth in this Agreement and in the Documentation. Tyler represents and warrants that as of the Effective Date, Tyler supports all Third Party products which Tyler has recommended for Client's use.

10.4 Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client. In addition, Tyler warrants and represents that Tyler is duly authorized to grant and convey licenses for Client's use of any Embedded Third Party Software and further, that upon execution of this Agreement, Client will have a binding, valid, and enforceable license for Client's use of the Embedded Third Party Software granting Client full legal right and authority to use such third party software products pursuant to the terms and conditions of this Agreement

10.5 No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

10.6 Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

10.7 Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

10.8 Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this

Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Client, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

10.9 Business Entity Warranty. Tyler represents and warrants that Tyler (i) is a duly qualified, capable, and otherwise bondable business entity, (ii) is not in receivership or contemplating same, (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes within Travis County.

10.10 IP Warranty. Tyler further represents and warrants that (i) all applicable copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials used in this Agreement have been adhered to.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.0 LIMITATION OF LIABILITY

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, THE AMOUNT OF SAAS FEES PAID BY CLIENT, IF ANY; AND (B) AFTER TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH EXHIBIT B. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD , GROSS NEGLIGENCE OR INTENTIONAL TORT; OR (2) FOR BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS, CORRUPTION, OR MISAPPROPRIATION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, save and hold harmless the Indemnified Parties from and against any and all third-party Claims arising out of or in connection with this Agreement or the goods and services provided by Tyler under this Agreement for personal injury or property damage caused by Tyler's negligence or willful misconduct. It is the expressed intention of the parties to this Agreement, both Tyler and County, that the indemnity provided for in this paragraph is indemnity by Tyler to indemnify and protect the Indemnified Parties from the consequences of Tyler's actions.

12.2 Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Licensed Software in the form supplied, or modified by Tyler, or Client's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client and its officers, agents and employees harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Client, or any third party pursuant to Client's directions, or upon the unauthorized use of the Licensed Software by Client.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Client to use the Licensed Software as intended.

13. TAXES

13.1 Tax Exempt Status. Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

13.2 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

14. INSURANCE

Tyler shall provide, upon the written request of Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Client from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Client shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

15. TERM, SUSPENSION, AND TERMINATION

15.1 Term. The initial term of this Agreement (the "Initial Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Upon expiration of the Initial Term, Client may unilaterally extend this Agreement for up to five (5) additional one (1)-year periods (each an "Option to Extend" and collectively the "Options to Extend"), during which all provisions of this Agreement, except for term and price (if revised by Tyler), will remain unchanged and in full force and effect. County will exercise an Option to Extend at least 90 days prior to expiration of the then-current term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter. Notwithstanding the foregoing, in no event will the SaaS Fees charged in any renewal term be more than the prior term's SaaS Fees as increased by the annual CPI Percentage Increase compounded over the duration of the prior term. The CPI Percentage Increase means the percentage increase in the Consumer Price Index – U for the United States ("CPI-U for U.S.") from August of the year prior to the year in which the notice of increase is given by Tyler to August of the year in which the notice of increase is given by Tyler (as published in September of that year).

15.2 Early Termination by Client. This Agreement may be terminated by Client prior to the end of the then-current term by Client providing Tyler with (a) ninety (90) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then-current term or (ii) one year's SaaS Fees.

15.3 Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any undisputed fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 015.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of termination; or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.

15.4 Effect of Termination. Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.

15.5 Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 11; 12; 13; 15; 16 and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Unless otherwise required by law, any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement,. the parties will use mediation to resolve the dispute. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17. MISCELLANEOUS

17.1 Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

17.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5 Waiver. No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7 Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. **IT IS ACKNOWLEDGED BY TYLER THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO AMEND OR ALTER THE TERMS OF THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

17.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17.9 Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10 Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court having jurisdiction in Travis County, Texas.

17.11 Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement, and all other evidence pertinent to the costs and expenses of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services

provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

17.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13 Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.14 Certification of Eligibility. Tyler certifies that at the time of executing this Agreement, Tyler is not on the federal government's list of suspended, ineligible, or debarred contractors. If Tyler is placed on the list during the term of this Agreement, Tyler shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for Cause.

17.15 Forfeiture of Contract. If Tyler has done business with a Key Contracting Person, listed in Attachment 1 to the Ethics Affidavit attached hereto as **Attachment D** and made a part hereof for all purposes, during the 365-day period immediately prior to the date of execution of this Agreement by Tyler or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Tyler and prior to full performance of this Agreement, Tyler shall forfeit all benefits of this Agreement, and Client shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Tyler pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

"Has done business" and "does business" mean: (i) paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year; but does not include: (x) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public; (y) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Tyler in the ordinary course of its business; and (z) a transaction for a financial service or insurance coverage made on behalf of Tyler if Tyler is a national or multinational corporation by an agent, employee or other representative of Tyler who does not know and is not in a position that he or she should have known about this Agreement.

17.16 Conflict of Interest Questionnaire. If required under Chapter 176 Texas Local Government Code, Tyler shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Tyler shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Tyler shall file an updated, completed questionnaire Tyler should note that the law requires that Travis County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that Travis County release information that is excepted from disclosure under the Texas Public Information Act. As between County and Tyler, Tyler shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

17.17 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, Client may terminate this Agreement after giving Tyler thirty (30) days written notice that this Agreement is terminated due to the failure to fund it. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

17.18 Property Taxes. Despite anything to the contrary in this Agreement, if Tyler is delinquent in payment of Travis County property taxes at the time of providing goods or services, Tyler hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount Tyler is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

17.19 Security Requirements. Tyler agrees to and shall comply with the Travis County Security Requirements, attached hereto as Exhibit E.

[Remainder of this page intentionally left blank]

(Exhibit B)

Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

1.2. Application Availability Period has the meaning set forth in Schedule B-1.

1.3. Circumvention or Circumvention Procedure means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.6. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

1.7. Operational Maintenance Window has the meaning set forth in Schedule B-1.

1.8. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability.; (b) application failure or unavailability in one or more of Client's remote locations; (c) systemic loss of multiple essential system functions.

1.9. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.10. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

1.11. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.12. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.13. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. CLIENT RESPONSIBILITIES

2.1. Documenting Defects. Client must document all Defects in writing with reasonably sufficient information to allow recreation of the Defect or to otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any issues not related to the Licensed Software applications prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions to the Licensed Software, and data problems not necessarily caused by the Licensed Software. Any technical or other issue for which Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 6.

2.2. Training. Except as provided in Exhibit A, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

3.1. Application Availability.

(a) Tyler shall use commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

3.2. Operations Support; Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Clients employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

3.3. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Tyler shall issue a credit towards the next quarterly payment as follows:

(i) if the average percentage of Downtime is less than 4%, no Downtime credit shall be issued;

(ii) if the average percentage of Downtime is between 4% and 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 3% of the next quarterly payment due; and

(iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 5% of the next quarterly payment due.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the quarter following the Downtime event and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly SaaS Fee for any one quarter.

4. TYLER RESPONSIBILITIES – HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for general application assistance.

5. TYLER RESPONSIBILITIES –DOCUMENTED DEFECTS

5.1. General Services for Reporting Documented Defects.

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

5.2.For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

5.3. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Except as otherwise provided herein, Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.4. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Except as otherwise provided herein, Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.5. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Except as otherwise provided herein, Tyler's responsibility for lost or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.6. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

5.7. Help Desk & Desktop Support. Software Provider shall provide the Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Tyler will provide help desk support as often as Client requires such assistance; however, unreasonable support requirements may indicate a training need and in such event the parties shall in good faith cooperate regarding the purchase of additional training time.

5.8. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Client with technical support to assist Client with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Client with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, Client-level hardware or peripherals;

(b) providing recommendations to Client regarding resolution of said non-defect failure(s); and

(c) providing Client with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software.

6. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services are set forth in Schedule 1 (Investment Summary; Professional Services) shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

7. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a Software as a Service agreement.

8. THIRD PERSON SOFTWARE

8.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

8.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe but in no event more than one (1) month following issuance of the new release.

8.3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software specified in the Scope of Work (Exhibit C) and that are purchased and installed on Client equipment.

[Remainder of this page intentionally left blank]

(Schedule B-1)

Application Availability Period Service Levels

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 166 hours per week.
Operational Maintenance Window	The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period. The maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and similar maintenance operations. If an Odyssey application hot fix must be performed outside the maintenance period and impacts the Application Availability Period, Tyler will provide 24-hour notice to the Client.	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	Nightly backups of the following files will be completed: production databases, images, forms, and other documents. Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents. Back-up media will be cycled off-site nightly to a fireproof vault. Nightly backups are stored offsite.	Nightly

EXHIBIT D

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:_____
Name of Affiant:_____
Title of Affiant:_____
Business Name of Proposer:_____
County of Proposer:_____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit.

_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20__.

_____
Notary Public, State of _____

_____
Typed or printed name of notary
My commission expires:_____

ATTACHMENT 1

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 24, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Vacant	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Patrick Strittmatter*	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM*	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland, CPPB	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM*	
Purchasing Agent Assistant II	C.W. Bruner, CTP	

HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis
Justice of the Peace, Pct. 1	Judge Yvonne M. Williams
Justice of the Peace, Pct. 2	Judge Glenn Bass
Justice of the Peace, Pct. 3	Judge Susan Steeg
Justice of the Peace, Pct. 4	Judge Raul Arturo Gonzalez
Justice of the Peace, Pct. 5	Judge Herb Evans
ITS	Terri Montgomery
ITS	Tanya Acevedo

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Executive, TNR	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades	08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez	12/16/12

* - Identifies employees who have been in that position less than a year.

Exhibit E

TRAVIS COUNTY SECURITY REQUIREMENTS

1.0 SECURITY COMPLIANCE:

Network, Computer, and Information Security Compliance:

1.1 The goods and/or services to be procured under this Agreement must be and remain in compliance with applicable Texas law.

The goods and/or services to be procured under this Agreement must be and reasonably remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed except to the extent noncompliance has been disclosed and accepted by Travis County and subsequently mutually agreed to developed or deployed Travis County security requirements. ~~County or subsequently developed or deployed and used by or for the Travis County Department of Information and Telecommunications Services ("ITS") and/or a department, office or division of any elected or appointed Travis County official (collectively, the "Travis County Security Requirements" or the "Security Requirements")based upon industry best practice standards ("Security Requirements").~~ The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement (See attachment A).

Comment [RW1]: Is there an attachment?

1.2 **Initial Compliance:** Contractor's goods and/or services shall comply with the Security Requirements, including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard except as disclosed on Contractor's certification of compliance attached hereto. Contractor's goods and/or services must operate with and be compatible with any and all reasonable network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the "Security Safeguards").

1.3 **Certification of Compliance:** Contractor must perform a self-conducted compliance review of Contractor's goods and/or services and provide to the County, as part of this Agreement, written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Contractor's goods and/or services are compliant with the Security Requirements. An authorized official of the Contractor's company must sign and date the compliance review checklist.

1.4 **Exceptions to Compliance Prior to Contract Award:**
If the Contractor's goods and/or services are not in full compliance, the Contractor may choose to provide written notice to the County describing the specific exceptions to compliance, the reasons for non-compliance, Contractor's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when determining whether County should enter into this Agreement.

1.5 **Ongoing Compliance Until Contract Award:**
Contractor's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the period during which this Agreement is under negotiation and Agreement execution which are disclosed to the Contractor and thereafter only to the extent that Contractor affirmatively represents it is in compliance.

If Contractor's goods and/or services become non-compliant after the Contractor has executed this Agreement, ~~either~~ through no fault of the County ~~or in the event the County revises the Security Requirements and/or makes a change to the Security Safeguards based upon recognized industry best practice standards and such revision causes the Contractor's goods and/or services to be non-compliant,~~ the County shall have the option of accepting the non-compliance or requiring Contractor to make any necessary modifications or alterations to bring Contractor's goods and services into compliance before execution of this Agreement.

If County exercises its right herein to require compliance pursuant to the foregoing, Contractor shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by Contractor in order to become compliant.

1.6 **Ongoing Compliance Upon Execution of Contract:**
Contractor's goods, services, practices, and/or procedures must reasonably remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all reasonable and mutually acceptable modifications and/or additions to the Security Requirements and/or Security Safeguards based upon industry best practice standards that may occur throughout the term of this Agreement.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Agreement may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

Comment [RW2]: Who does the accreditation?

1.7 **Notification of Non-Compliance or Incompatibility:**
If Contractor determines, at any time during the Agreement term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Agreement term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall

notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

1.8 **Remedy of Non-Compliance or Incompatibility:**
In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

1.) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;
2.) Provide to the County a ~~draft working plan, including schedule, work effort and~~ cost detail~~s~~ and high level description of the work effort required, to remedy the non-compliance or incompatibility to the County no later than ~~5~~30 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

The parties shall cooperate in good faith to determine if and to what extent such noncompliance may be remedied. ~~The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards.~~ Any instance of non-compliance or compatibility that ~~the County does not require to be brought into compliance or compatibility~~is not remedied by agreement will be noted as an exception. ~~The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.~~

The ~~Contractor~~County shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

The County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

1.9 **Connectivity and Access to County Network, Systems, Software, and/or Information:**
The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard except to the extent of any exceptions previously noted as provided herein.