

**AMENDMENT NO. 3 ("Amendment 3")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION
SYSTEM**

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Fort Bend, Texas ("Fort Bend County") and became effective on July 25, 2006 and executed by all parties by July 28, 2006.

- 1) The effective date of the Addendum is extended to September 30, 2010.
- 2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010" with the attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010."
- 3) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this _____ day of _____, 20_____.

COUNTY OF FORT BEND

By: County Judge

Approved as to form:

Name: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES

By:  Executive Director 8/12/10

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010:

The following schedules show the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Fiscal Year 10.

Maintenance and support payments are included in accordance with the Master License Agreement (Attachment E) and Maintenance and Support Services Agreement (Attachment C).

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies by Fort Bend County in accordance with the License Participation Agreement (Attachment B), the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

	Amount	Estimated Payment Date	
Court and District Attorney Software			
License Fees			
Hot Checks	\$ 37,500	Nov-09	PAID
Odyssey Mentis Connector Fee	\$ 26,000	Aug-10	
aiRedact License	\$ 99,200	Aug-10	
Jury	\$ 78,000	Aug-10	
Annual Maintenance			
Court Administration	\$ 140,000	Aug-10	PAID
Hot Checks	\$ 16,875	Aug-10	
Record on Appeal Creator	\$ 3,060	Nov-09	PAID
Odyssey Mentis Connector Fee	\$ 5,460	Aug-10	
aiRedact License	\$ 20,832	Aug-10	
Jury	\$ 16,380	Aug-10	
CUC Oversight			
Contract Administration	\$ 21,000	Nov-09	PAID
Fiscal Year 2010	\$ 464,307		

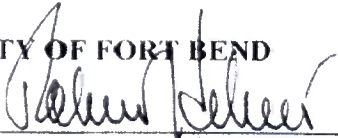
**AMENDMENT NO. 2 ("Amendment 2")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION
SYSTEM**

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Fort Bend, Texas ("Fort Bend County") and became effective on July 25, 2006 and executed by all parties by July 28, 2006.

- 1) The effective date of the Addendum is extended to September 30, 2010.
- 2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2009" with the attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010."
- 3) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 17 day of February, 2010.

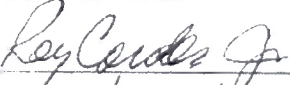
COUNTY OF FORT BEND

By: 
County Judge Robert Hebert

ATTEST:


Dianne Wilson, County Clerk

Approved as to form:

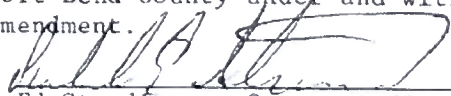
Name: 

Title: County Attorney

Date: 2/16/2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$198,500.00 to pay the additional Obligation of Fort Bend County under and within the foregoing Amendment.


Ed Sturdivant, County Auditor

TEXAS CONFERENCE OF URBAN COUNTIES

By:  1/25/10
Executive Director

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010:

The following schedules show the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Fiscal Year 10.

Maintenance and support payments are included in accordance with the Master License Agreement (Attachment E) and Maintenance and Support Services Agreement (Attachment C).

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies by Fort Bend County in accordance with the License Participation Agreement (Attachment B), the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

Fiscal Year 2010	Amount	Estimated Payment Date
Court and District Attorney Software		
Hot Checks	\$ 37,500	Nov-09
Annual Maintenance		
Court Administration	\$ 140,000	Nov-09
CUC Oversight		
Contract Administration	\$ 21,000	Nov-09
Totals by Fiscal Year 2010	\$ 198,500	

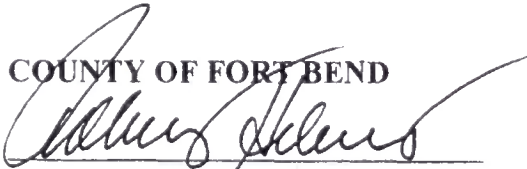
**AMENDMENT NO. 1 ("Amendment 1")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION
SYSTEM**

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Fort Bend, Texas ("Fort Bend County") and became effective on July 25, 2006 and executed by all parties by July 28, 2006.

- 1) The effective date of the Addendum is extended to September 30, 2009.
- 2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2008" with the attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2009."
- 3) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 24 day of February, 2009.

COUNTY OF FORT BEND


By: County Judge
Robert Hebert

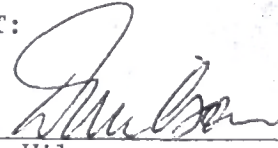
Approved as to form:

Name: Roy Corder, Jr.

Title: County Attorney

Date: 2/24/2009

ATTEST:


Dianne Wilson
County Clerk

TEXAS CONFERENCE OF URBAN COUNTIES


By: Executive Director

1/28/09

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2009:

The following schedules show the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Fiscal Year 09.

Maintenance and support payments are included in accordance with the Master License Agreement (Attachment E) and Maintenance and Support Services Agreement (Attachment C).

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies by Fort Bend County in accordance with the License Participation Agreement (Attachment B), the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

Urban Counties Payments Fiscal Year 2009		Amount	Estimated Payment Date
Court and District Attorney Software			
	Court Administration Sub-License		
	Optional Modules License		
	Check Processing Software License		
	Annual Maintenance		
	Court Administration	\$ 140,000	Dec 2008
	Check Processing		
CUC Oversight			
	Quality Assurance		
	Contract Administration	\$ 22,350	Dec 2008
Fiscal Year 2009		\$ 162,350	

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 MISCONDUCT OF 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: 
Name: Donald Lee
Title: Executive Director
10/2/09

By: 
Name: BRUCE GRAHAM
Title: PRESIDENT, COURTS of 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 1/1/2009

Section 1. Optional Applications and Modules

Category:	1	2	3	4	5	6	7	8	9	10
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 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

Section 2. Optional Add-on Features

Category:	1	2	3	4	5	6	7	8	9	10
ODYSSEY ADD-ON FUNCTIONS	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
Document Management										
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	9,000	13,000	16,000	24,000	34,000	47,000	62,000	94,000	138,000	186,000
Public Access										
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
Utilities										
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
Local Reports - Designer	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000
Category:	1	2	3	4	5	6	7	8	9	10
ODYSSEY ADD-ON INTERFACES	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
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
Wiznet 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
PRIA eRecording Standards										
1.0 Recording Interface	1,000	2,000	2,000	3,000	4,000	5,000	7,000	10,000	15,000	20,000
2.0 Recording Interface	1,000	2,000	2,000	3,000	4,000	5,000	7,000	10,000	15,000	20,000

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

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

	0 - 5K Population	5K - 10K Population	10K - 15K Population	15K - 20K Population	20K - 25K Population	25K - 35K Population	35K - 45K Population	45K - 55K Population	55K - 65K Population	65K - 75K Population	75K - 100K Population
Product Description	Level A License Fees	Level B License Fees	Level C License Fees	Level D License Fees	Level E License Fees	Level F License Fees	Level G License Fees	Level H License Fees	Level I License Fees	Level J License Fees	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

	100K - 200K Population	200K - 300K Population	300K - 400K Population	400K - 500K Population	500K - 600K Population	600K - 700K Population	700K - 800K Population	800K - 900K Population	900K - 1.0M Population	1.0M - 1.5M Population
Product Description	Level L License Fees	Level M License Fees	Level N License Fees	Level O License Fees	Level P License Fees	Level Q License Fees	Level R License Fees	Level S License Fees	Level T License Fees	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

	0 - 10 Sworn Officers	11 - 20 Sworn Officers	21 - 30 Sworn Officers	31 - 40 Sworn Officers	41 - 50 Sworn Officers	50 - 75 Sworn Officers	76 - 100 Sworn Officers	101 - 125 Sworn Officers	126 - 150 Sworn Officers	151 - 175 Sworn Officers	176 - 300 Sworn Officers
Product Description	Level A License Fees	Level B License Fees	Level C License Fees	Level D License Fees	Level E License Fees	Level F License Fees	Level G License Fees	Level H License Fees	Level I License Fees	Level J License Fees	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 Clations Client (per seat)	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550
<i>** pricing subject to change based on # of mobile clients</i>											
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

Master Software License and Professional Services Agreement

This Master Software License and Professional Services Agreement (this "Agreement") is made and entered into as of March 14, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, the Texas Conference of Urban Counties (the "Urban Counties"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701, and to the extent applicable, each Participating Member County (as defined herein).

Background

Whereas, the Urban Counties is a non-profit organization comprised of 37 member counties in the State of Texas responsible to provide technical guidance and leadership, including the standardization and improvement of technology through the acquisition of a common integrated court administration system.

Whereas, in furtherance of the project and pursuant to Section 791.025 of the Texas Government Code, the Urban Counties desires to contract with Software Provider to (i) obtain a license for Software Provider's judicial administration system in order to sublicense such software to each Participating Member County and (ii) procure for each such Participating Member County certain software customization, implementation, installation, training, and maintenance services related to the judicial administration system, upon the terms and subject to the conditions set forth in this Agreement.

Whereas, Software Provider desires to provide such licenses and services upon the terms and subject to the 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, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement means this Master Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the term of this Agreement (including, without limitation, the Participation Agreements to be executed by future Participating Member Counties and Implementation Plans to be developed between Software Provider and such Participating Member Counties pursuant to this Agreement), all of which are incorporated by reference herein.

1.2 Authorization Confirmation means an Authorization Order that has been approved in writing as set forth in Section 5.6.

1.3 Authorization Order means a signed, written order submitted by Software Provider to the Urban Counties or a Participating Member County, as the case may be, identifying specific Software Provider services required pursuant to this Agreement and requesting authorization to allocate and incur the number of hours to perform such services in accordance with the respective Implementation Plan.

1.4 Budget Proposal means the proposal developed by Software Provider for each Member County prior to such Member County becoming a Participating Member County, which shall include for each respective Participating Member County an outline of the estimated Project costs (including, without limitation, the costs for Local Modifications and other implementation services as well as estimated costs for any travel expenses that may be incurred by the Software Provider in delivering the proposed implementation services), the scope of the Project, the assumptions made by Software Provider 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. The Budget Proposal shall be developed at Software Provider's own expense and shall be completed within 60 days of receiving a request from a Member County to prepare a Budget Proposal. The Budget Proposal will be incorporated into each respective Participating Member County's Participation Agreement.

1.5 Change means a change, amendment, or modification to a Statement of Work, Specifications, SRS Document, Implementation Plan, or other Deliverable.

1.6 Change Confirmation means a Change Order that has been approved in writing as set forth in Section 5.5.

1.7 Change Order means a signed, written order submitted by Software Provider to the Urban Counties or a Participating Member County, as the case may be, requesting any Change as set forth in Section 5.5.

1.8 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.

1.9 Court Admin System means a common integrated court administration system, which includes the Current Production Software Version plus Prosecutor plus Enterprise Modifications.

1.10 Urban Counties means the Texas Conference of Urban Counties.

1.11 Urban Counties Non-Public Information means all past, present, and future non-public information related to the official business of the Urban Counties that may be obtained orally, in writing, or from any source, as well as all non-public information on any Urban Counties servers, LANs, and workstations and all software, middleware, firmware, licensed internal code and groupware, whether owned or licensed currently or in the future accessed by Software Provider by any direct or remote access method, including, but not limited to, any information relating to juvenile criminal records or any other record that must be maintained as confidential pursuant to the Texas Family Code or any applicable state or federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and related privacy regulations. Urban Counties Non-Public Information does not include information that (a) is or becomes public other than as a result of a disclosure by Software Provider or a Participating Member County in breach hereof, (b) is or becomes available to Software Provider on a non-confidential basis from a source other than Software Provider, which is not prohibited from disclosing such information by obligation to the Urban Counties, (c) is or becomes known by Software Provider prior to its receipt from the Urban Counties without any obligation of confidentiality with respect thereto, or (d) is developed by Software Provider independently of any disclosures made by the Urban Counties to Software Provider of such information. All

provisions protecting “Urban Counties Non-Public Information” in this Agreement shall be deemed to also protect “Urban Counties Trade Secrets” as well, but references to “Urban Counties Trade Secrets” shall not be deemed to automatically refer to “Urban Counties Non-Public Information”.

1.12 Urban Counties Technical Committee means the committee of individuals set forth on Exhibit D performing the functions set forth in Section 2.3(b).

1.13 Urban Counties Trade Secret Information means all methodologies (subject to the same being the subject of an issued patent), pricing strategies, marketing information, and other confidential information that the Urban Counties informs Software Provider in writing is a trade secret, as well as other confidential information reasonably the subject of trade secret protection pursuant to or arising from relevant and applicable state statutes, which may include, without limitation, software, documentation, release notes, database layouts, algorithms, techniques, processes, and systems designs relating to the Judicial Software.

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

1.15 Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the Licensed Property caused by, arising from, or emanating from the reasonable control of Software Provider that would otherwise render the Licensed Property in non-conformance with the Specifications.

1.16 Deliverable means any deliverable required to be delivered by Software Provider to the Urban Counties or a Participating Member County, as the case may be, pursuant to this Agreement.

1.17 Discounted County Price List means the discounted license fees associated with each Member County as set forth on Column B of the Price List, which includes the license fees for the Initial Case Type and the Second Case Type.

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

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

1.20 Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Court Admin System, which as of the date of this Agreement, consists of the software set forth on Exhibit J

1.21 Enterprise Modification Fee means, \$ 661,986, the fee to be paid by the Urban Counties to Software Provider for Enterprise Modifications.

1.22 Enterprise Modifications means the list of functions designated by the Urban Counties as an Enterprise Modification as set forth on Exhibit E or to be designated by the Urban Counties Technical Committee as an Enterprise Modification during the Term of this Agreement.

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

1.24 Escrow Agreement means the form master technology escrow agreement executed between Software Provider and Escrow Agent as set forth on Exhibit G.

1.25 Executive Dispute Level has the meaning set forth in Section 23.2.

1.26 Implementation Plan means the Implementation Plan to be developed between Software Provider and each Participating Member County upon such Participating Member County becoming a Party to this Agreement by executing a Participation Agreement. The Implementation Plan shall provide for timetables, milestones, Deliverables, and fees and expenses for, among other things, (a) the development of Local Modifications to the Court Admin System for the Participating Member County, (b) the delivery and installation of the Licensed Property for the Participating Member County, (c) the training of Participating Member County personnel, all in accordance with the terms of this Agreement, (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 Participating Member County's Commissioners Court. The Implementation Plan, along with the Notice to Proceed, will be incorporated into each respective Participating Member County's Participation Agreement.

1.27 Indemnified Parties mean, as the case may be, the Urban Counties and/or each Participating Member County and each of their respective personnel, agents, successors, and assigns.

1.28 Initial Case Type has the meaning set forth in Section 3.8.

1.29 Intermediary Dispute Level has the meaning set forth in Section 23.2.

1.30 Joint Modifications has the meaning set forth in Section 13.2.

1.31 Judicial Software means: (a) the Court Admin System; (b) Embedded Third Party Software; (c) Enterprise Modifications; (d) Local Modifications; and (e) Software Provider Modifications. The Judicial Software shall have the functionality set forth in Software Provider's proposal to the Urban Counties, which functionality is set forth on Exhibit A.

1.32 License Fee means \$12,395,600 made payable in various payments pursuant to Section 4.1.

1.33 Licensed Property means the Judicial Software and the Documentation.

1.34 Local Modification Fees means the hourly fees set forth in an Implementation Plan for the development by Software Provider of modifications to the Court Admin System as requested by a Participating Member County.

1.35 Local Modifications means the list of functions designated by a Participating Member County and set forth in an Implementation Plan to be developed by Software Provider and implemented into the Court Admin System for the respective Participating Member County.

1.36 Member Counties means the thirty-seven Texas counties set forth on Exhibit H.

1.37 Notice to Proceed means a written notice issued by a Participating Member County to Software Provider after Software Provider's delivery of the Implementation Plan,

which shall constitute the Participating Member County's consent for Software Provider to begin the project and perform services on behalf of such Participating Member County.

1.38 Notice to Cancel means a written notice issued by a Participating Member County to Software Provider after Software Provider's delivery of the Implementation Plan. The Notice to Cancel shall constitute the Participating Member County's rejection of the Implementation Plan and shall terminate the Participating Member County's participation in this Agreement.

1.39 Operational Analysis has the meaning set forth in Section 5.3.

1.40 Operational Use has the meaning set forth in Section 9.1.

1.41 Optional Modules has the meaning set forth in Section 3A1.

1.42 Participating Member Counties means Member Counties that desire to become a Party to this Agreement and avail themselves to the benefits and obligations of this Agreement, including the desire to acquire the services of Software Provider under the terms and conditions of this Agreement, by the execution of a Participation Agreement.

1.43 Participating Member County Modifications has the meaning set forth in Section 13.2.

1.44 Participating Member County Non-Public Information means all past, present, and future non-public information related to the official business of any Participating Member County that may be obtained orally, in writing, or from any source, as well as all non-public information on any Participating Member County's servers, LANs, and workstations and all software, middleware, firmware, licensed internal code and groupware, whether owned or licensed currently or in the future accessed by Software Provider by any direct or remote access method, including, but not limited to, any information relating to juvenile criminal records or any other record that must be maintained as confidential pursuant to the Texas Family Code or any applicable state or federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and related privacy regulations. Participating Member County Non-Public Information does not include information that (a) is or becomes public other than as a result of a disclosure by Software Provider in breach hereof, (b) is or becomes available to Software Provider on a non-confidential basis from a source other than Software Provider, which is not prohibited from disclosing such information to Software Provider by obligation to the Participating Member County, (c) is or becomes known by Software Provider prior to its receipt from the Participating Member County without any obligation of confidentiality with respect thereto, or (d) is developed by Software Provider independently of any disclosures made by the Participating Member County to Software Provider of such information. All provisions protecting "Participating Member County Non-Public Information" in this Agreement shall be deemed to also protect "Participating Member County Trade Secrets" as well, but references to "Participating Member County Trade Secrets" shall not be deemed to automatically refer to "Participating Member County Non-Public Information".

1.45 Participating Member County Trade Secret Information means all methodologies (subject to the same being the subject of an issued patent), pricing strategies, marketing information, and other confidential information that a Participating Member County informs Software Provider in writing is a trade secret, as well as other confidential information reasonably the subject of trade secret protection pursuant to or arising from relevant and applicable state

statutes, which may include, without limitation, software, documentation, release notes, database layouts, algorithms, techniques, processes, and systems designs relating to the Judicial Software.

1.46 Participation Agreement means the agreement required to be executed by a Member County in order for such Member County to become a Participating Member County under this Agreement, the form of which is attached hereto as Exhibit C. Upon execution of the Participation Agreement, each Member County shall become a Party to this Agreement as a Participating Member County.

1.47 Party means, individually, each of the parties to this Agreement, including Software Provider, the Urban Counties, and Participating Member Counties.

1.48 Phase means a phase as set forth in any applicable Implementation Plan.

1.49 Price List means the license fees and maintenance fees associated with each Member County as set forth in Exhibit I (including the Standard County Price List and the Discounted County Price List).

1.50 Project means the development, delivery, installation, testing, and license of the Licensed Property and the performance of all services to be provided by Software Provider in accordance with the provisions of this Agreement.

1.51 Project Personnel has the meaning set forth in Section 12.1.

1.52 Project Director means the person designated by each Party who is responsible for the management and implementation of this Agreement as more fully described in Section 2.3.

1.53 Prosecutor means the Prosecutor Case Type for the Court Admin System that has the functions set forth on Exhibit A.

1.54 Second Case Type has the meaning set forth in Section 3.8.

1.55 Service Level 1 Defect has the meaning set forth in Exhibit B – Standard Maintenance Agreement.

1.56 Service Level 2 Defect has the meaning set forth in Exhibit B – Standard Maintenance Agreement.

1.57 Software Provider means Tyler Technologies, Inc., a Delaware corporation.

1.58 Software Provider Confidential Information means all information in any form relating to, used in, or arising out of the Software Provider's operations and held by, owned, licensed, or otherwise possessed by Software Provider (whether held by, owned, licensed, possessed or otherwise existing in, on, or about Software Provider's premises or the Urban Counties's or a Participating Member County'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 Software Provider's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, other than this

Agreement and any other agreement with the Urban Counties or Participating Member Counties that is subject to the Texas Open Records Act, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data. Software Provider Confidential Information does not include information that (a) becomes public other than as a result of a disclosure by the Urban Counties or a Participating Member County in breach hereof, (b) becomes available to the Urban Counties or a Participating Member County on a non-confidential basis from a source other than Software Provider, which is not prohibited from disclosing such information to the Urban Counties or Participating Member County, as the case may be, by obligation to Software Provider, (c) is known by the Urban Counties or a Participating Member County prior to its receipt from Software Provider without any obligation of confidentiality with respect thereto, or (d) is developed by the Urban Counties or a Participating Member County independently of any disclosures made by Software Provider to the Urban Counties or Participating Member County, as the case may be, of such information. All provisions protecting "Software Provider Confidential Information" in this Agreement shall be deemed to also protect "Software Provider Trade Secrets" as well, but references to "Software Provider Trade Secrets" shall not be deemed to automatically refer to "Software Provider Confidential Information".

1.59 Software Provider Confidentiality Agreement means the agreement to be executed by contractors, subcontractors, or other third parties employed by either the Urban Counties or a Participating Member County prior to such parties being permitted access to Software Provider Trade Secrets, which is attached hereto as Exhibit F.

1.60 Software Provider Modifications has the meaning set forth in Section 13.1.

1.61 Software Provider Trade Secret Information means all methodologies (subject to the same being the subject of an issued patent), pricing strategies, marketing information, and other Software Provider Confidential Information that Software Provider informs either the Urban Counties or a Participating Member County in writing is a trade secret, as well as other Software Provider Confidential Information reasonably the subject of trade secret protection pursuant to or arising from relevant and applicable state statutes, which may include, without limitation, software, documentation, release notes, database layouts, algorithms, techniques, processes, and systems designs relating to the Judicial Software.

1.62 Specifications mean the information, functions, capabilities, requirements, and other specifications of the Judicial Software as set forth in the respective Implementation Plans.

1.63 SRS Document means a systems requirements document identifying in detail the screen shots, data flow, functions, interoperability, interfaces, and other information reasonably necessary to enable an Enterprise Modification or a Local Modification, a form of which is attached hereto as Exhibit L.

1.64 SRS Review Period has the meaning set forth in Section 5.3.

1.65 Standard Maintenance Agreement means the maintenance and support services agreement to be executed by Software Provider, the Urban Counties, and each Participating

Member County upon its receipt of a sublicense from the Urban Counties for the Licensed Property, the form of which is attached hereto as Exhibit B.

1.66 Standard County Price List means the non-discounted license fees associated with each Member County as set forth on Column A of Exhibit I.

1.67 Term has the meaning set forth in Section 22.1.

1.68 Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by each Participating Member County from a third party that is minimally required to operate the Judicial Software and such operating systems and other software that each Participating Member County has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Judicial Software, which as of the date of this Agreement, consists of the software set forth on Exhibit K.

1.69 Verification Procedure has the meaning set forth in Section 8.1.

1.70 Version Release has the meaning set forth in Section 13.1.

2. PROJECT FRAMEWORK

2.1 Purpose. This Agreement sets forth the terms whereby Software Provider shall provide to the Urban Counties, and the Urban Counties shall acquire from the Software Provider, a license for the Court Admin System and for Software Provider to provide certain services related thereto. The scope of the license granted to Urban Counties will be limited to sublicensing the Court Admin System to Participating Member Counties for a license fee to be determined between the Urban Counties and each respective Participating Member County. The intent of the Urban Counties is to acquire and distribute a Court Admin System to the Participating Member Counties for the License Fee and the Enterprise Modification Fee, which is substantially less than the aggregate of the license fees that would be incurred by such counties if they individually contracted with Software Provider for such licenses. Each Participating Member County, by executing a Participation Agreement, shall become a Party to this Agreement and, accordingly, acquire the implementation, installation, and training services of Software Provider with respect to the Court Admin System as more fully set forth in this Agreement, including the development of Local Modifications. As more fully set forth herein, if the license to the Urban Counties is revoked by Software Provider for failure to timely pay in full the License Fee, then each sublicense granted to a Participating Member County shall immediately terminate; provided, however, that each Participating Member County may reinstate its license by complying with Section 3.8.

2.2 Project Framework. Subject to the terms and conditions set forth in the Agreement, the Project shall consist of the following:

(a) Software Provider shall provide the Urban Counties with a limited license for the Current Production Software Version, Prosecutor, and the Documentation for the License Fee;

(b) the Urban Counties shall provide Software Provider with a list of Enterprise Modifications, and Software Provider shall develop and implement the Enterprise Modifications, into the Current Production Software Version for the Enterprise Modification Fee; and

(c) with respect to each Member County: (i) Software Provider shall, upon the request of the Member County, meet with the Member County and prepare and issue a Budget Proposal within 60 days of the request; (ii) upon reaching an agreement with respect to the Budget Proposal, the Member County shall (A) contract with the Urban Counties to obtain a sublicense for the Judicial Software, which sublicense shall be subject to the terms and conditions of this Agreement, for a license fee to be agreed upon by the Urban Counties and the Participating Member County and (B) execute a Participation Agreement, which shall include the Budget Proposal; (iii) Software Provider shall meet with the Participating Member County Project Director and the Urban Counties Project Director and develop an Implementation Plan for the Participating Member County, which shall include the development of Local Modifications; (iv) the Participating Member County shall issue either a Notice to Proceed or Notice to Cancel; (v) if the Participating Member County issues a Notice to Proceed, the Software Provider shall develop, deliver, install, and test the Court Admin System for the Participating Member County per the Implementation Plan and this Agreement, shall train the Participating Member County personnel according to such Implementation Plan and this Agreement, and shall provide maintenance and support of the Judicial Software for the Participating Member County according to the terms of this Agreement and the Standard Maintenance Agreement, and (vii) if the Participating Member County issues a Notice to Cancel, the Participating Member County shall have no further obligation to participate in the Project except for paying Software Provider for the costs incurred in preparing the Implementation Plan.

2.3 Project Management.

(a) Software Provider, Urban Counties, and each Participating Member County shall designate and cause the employees identified on Exhibit D (or other qualified employees designated to replace such employee in accordance with this Agreement) to manage and implement the Party's respective obligations pursuant to this Agreement and serve as the primary contact for the respective Party (respectively, the "Project Directors") and hereby respectively grants authority to the Project Directors to negotiate Change Orders and Change Confirmations; provided, however, that a Participating Member County Project Director shall not have authority to increase the aggregate cost of the Project as set forth in the respective Implementation Plan without the Participating Member County's Commissioners' Court approval. Each Party represents that its respective Project Director is and will be fully qualified and authorized to perform the tasks assigned to him/her and any written execution shall be binding on the respective Party.

(b) The Urban Counties shall designate a technical committee (the "Urban Counties Technical Committee"), which shall be responsible for negotiating and designating Enterprise Modifications with Participating Member Counties. All technical and other Project decisions made by the Urban Counties Technical Committee shall be binding on all Participating Member Counties and Software Provider shall be able to rely on such decisions in the implementation of the Project.

2.4 Relationship with Participating Member Counties.

(a) Throughout the term of this Agreement, the Urban Counties shall manage the relationship among the Participating Member Counties and shall be

responsible for (i) contracting with Participating Member Counties for the provision of the Licensed Property; (ii) identifying Enterprise Modifications; (iii) collecting and distributing sublicense fees among Participating Member Counties; and (iv) payment of the License Fee and Enterprise Modification Fee to Software Provider.

(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without Urban Counties participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, but the invoicing and payment of all related maintenance fees shall occur between Software Provider and the Urban Counties as provided in the Standard Maintenance Agreement. In no event shall the Urban Counties be responsible for paying Software Provider maintenance and support service fees until the Urban Counties has been paid by Participating Member Counties for said services.

2.5 Member County Participation. The Urban Counties shall have the right to sublicense only to each Participating Member County the Licensed Property for the License Fee; provided, however, that each Member County must execute the Participation Agreement. Prior to the execution of a Participation Agreement, Software Provider agrees to meet with each Member County, at no additional cost, to develop a Budget Proposal for the development of Local Modifications and other implementation services to be performed under this Agreement.

2.6 Covenant Not to Sell Directly to Member Counties. Software Provider covenants and agrees that, throughout the Term of this Agreement, it will not, directly or indirectly (except as directed by the Urban Counties), sell or otherwise market the Judicial Software to the Member Counties for a license fee that is less than the aggregate of the license fee for the Initial Case Type and the Second Case Type associated with such Member County as set forth on the Price List. Nothing in this Agreement shall prohibit Software Provider from selling or otherwise marketing its Judicial Software to any non-Member County or any Member County not participating in the Urban Counties Court Admin System project. In the event that Software Provider breaches the foregoing covenant, such breach shall constitute a material breach of this Agreement and the Urban Counties may either: (a) pursue its remedies under Section 22; or (b) make a written demand for liquidated damages and Software Provider shall pay such liquidated damages within thirty (30) days of its receipt of license fees from the Member County. For purposes of this Section 2.6 only, "liquidated damages" means the difference between the aggregate license fees for the Initial Case Type and Second Case Type for such Member County as set forth in the Price List and the actual aggregate amount of license fees for the Initial Case Type and Second Case Type sold and collected by Software Provider from such the Member County.

2.7 Cooperation. The Urban Counties shall use its reasonable efforts to provide such information regarding the Participating Member Counties, and to cause the Participating Member Counties to provide such reasonable access to their respective facilities and personnel, as may be reasonably required by Software Provider for it to fulfill its obligations hereunder.

3. LICENSE

3.1 Delivery of Court Admin System. Upon execution of this Agreement and in consideration for the License Fee, Software Provider shall deliver to the Urban Counties a copy of the Court Admin System and Documentation, which will be subject to the licenses and other restrictions set forth in this Agreement. Upon such delivery, the License Fee shall be due and payable in accordance with Section 4.

3.2 License Grant.

(a) Software Provider hereby grants to the Urban Counties a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) for the sole purpose of sublicensing the Licensed Property only to Participating Member Counties under the terms and subject to the conditions of this Agreement. The sublicense to Participating Member Counties is only to allow such Participating Member County to use and reproduce the Court Admin System for purposes of enabling such Participating Member County's internal administration, operation, and/or conduct of the judicial system by an unlimited number of users employed by the Participating Member County as well as an unlimited number of computers and/or computer stations utilized by the Participating Member County.

(b) The foregoing licenses and sublicenses are revocable by Software Provider only after this Agreement is terminated in accordance with the provisions herein and the Urban Counties does not pay the License Fee in full. In such event, the license to the Urban Counties and each sublicense granted to any Participating Member County shall immediately terminate effective as of the termination date of this Agreement; provided, however, that each Participating Member County may reinstate its license by complying with the provisions of Section 3.8.

(c) Upon the Urban Counties's timely payment of the License Fee in full, the foregoing licenses and rights to sublicense shall become irrevocable, subject to the restrictions on use set forth herein.

3.3 Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by Software Provider, the Urban Counties and each Participating Member County shall not reverse engineer, de-compile, or disassemble any portion of the Judicial Software. To the extent the Urban Counties or any Participating Member County employs contractors, subcontractors, or other third parties to assist in the Project, the Urban Counties or the Participating Member County, as the case may be, shall obtain from such third parties an executed Software Provider Confidentiality Agreement prior to such parties being permitted access to Software Provider Confidential Information and/or Trade Secret Information.

3.4 Copies. The Urban Counties and each Participating Member County may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use of the Licensed Property and for archival and backup purposes provided that all proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies.

3.5 Embedded Third Party Software. The license grant set forth in Section 3.2 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. Software Provider shall pass through to the Urban Counties and each Participating Member County any and all warranties granted to Software Provider by the owners,

licensors, and/or distributors of such Embedded Third Party Software. The Urban Counties and each Participating Member County shall be responsible for procuring and paying for all Third Person Software and hardware. Exhibit J includes a list of all Embedded Third Party Software at the time of execution of this Agreement and shall be updated by Software Provider if additional Embedded Third Party Software is included in a future Version of the Licensed Software.

3.6 Title.

(a) Software Provider represents and warrants that it is the owner of all right, title, and interest in and to the Judicial Software (other than Embedded Third Party Software or other Third Person Software) and all components and copies thereof and has the right to grant the license and sublicense with respect to Embedded Third Party Software. Nothing in this Agreement (other than the licenses) shall be deemed to vest in the Urban Counties or any Participating Member County any ownership or intellectual property rights in and to the Software Provider's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Software Provider.

(b) All training materials developed solely by either Party will 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 the provisions regarding confidentiality.

3.7 License Fee. In consideration for the delivery of the Court Admin System and of the license granted to the Urban Counties herein, the Urban Counties shall pay to Software Provider the License Fee, which shall be due and payable in accordance with the provisions of Section 4.

3.8 Reinstatement of Revoked License.

(a) The Parties acknowledge that each Participating Member County may (i) implement each case type, civil or criminal, in different sequential order (as implemented for each respective Participating Member County, the "Initial Case Type" and the "Second Case Type"), (ii) only implement an Initial Case Type, or (iii) implement different modules within each case type. Set forth on Exhibit I is a list of the license fees associated with the implementation of an Initial Case Type and Second Case Type for each Participating Member County, regardless of which case type is implemented initially or secondarily and regardless of which modules are implemented within each case type.

(b) If the licenses and sublicenses are revoked by Software Provider because of the Urban Counties's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense by paying to Software Provider the license fee in full (regardless of which modules within a case type are to be implemented for the Participating Member County) with respect to (i) the Initial Case Type, if any module with respect to the Initial Case Type has been installed by Software Provider, and (ii) the Second Case Type, if any module has been installed by Software Provider with respect to such Second Case Type; provided, however, that Software Provider shall provide each Participating Member County a credit for license fee payments attributed to each such Participating Member County, if any, as identified by the Urban Counties in writing in connection with each installment payment of the License Fee, if any, under Section 4.1. In no event shall a Participating Member County receive a credit for any payments for services made to Software Provider or for any license payments made to the Urban Counties that have not been identified for a license fee credit in connection with an installment payment of the License Fee.

3A. OPTIONAL ODYSSEY LICENSES – SHERIFF, HOT CHECKS, AND PROBATION

3A1. Optional Licenses. Software Provider hereby grants to the Urban Counties the option to acquire a license for the then current version of the Sheriff, Hot Checks, and Probation Modules (the “Optional Modules”) for the purpose of sub-licensing such Optional Modules to each Participating Member County, which license will be subject to all of the terms, conditions, rights, and restrictions as set forth in Section 3. The license fee for each Participating Member County for the Optional Modules is set forth on Exhibit M. To exercise such option, the Urban Counties shall provide Software Provider with written notice of its intent to exercise, which shall include the following: (a) the name of the Participating Member County for which the Optional Modules are to be licensed; (b) the Optional Modules to be licensed; and (c) the Parties shall amend each Participating Member County’s Participation Agreement to reflect the exercise of such option. The option shall expire at the end of the Term, subject to any renewal of this Agreement.)

3A2. Budget Proposal. Software Provider shall, within 60 days of its receipt of written notice of the option exercise, meet with the Participating Member County at its own expense for the purpose of creating a Budget Proposal for the implementation of the Optional Modules.

3A3. Implementation Plan and Other Services. Upon approval of the Implementation Plan and issuance of the Notice to Proceed, Software Provider shall invoice the Urban Counties for the fifty percent (50%) of the license fees associated with the Optional Modules to be implemented for the Participating Member County, and the Urban Counties shall pay such invoice in accordance with Section 3A5. Upon receipt of the first payment (fifty percent) of the license fees for the Optional Modules, Software Provider shall meet with the Participating Member County, at the Participating Member County’s expense, for the purpose of developing an Implementation Plan. The implementation, delivery, installation, and other procedures set forth in this Agreement for the Judicial Software shall also apply to the implementation of the Optional Modules.

3A4. Annual Maintenance. When the first deliverable of any Optional Module has completed the Operational Use period set forth in Section 9.1, the Optional Module shall then become subject to the terms and conditions of the Standard Maintenance Agreement and the Member County shall pay the maintenance fees associated with such Optional Module as set forth on Exhibit M. When all of the functions of the Optional Modules have completed Operational Use, the Optional Modules shall be deemed to be fully installed and operational with respect to such Member County and this Agreement will terminate with respect to the Optional Modules for such Member County (subject to Section 22.4 (Survival)).

3A5. Operational Use. The Software Provider shall invoice the Urban Counties for the remaining fifty percent (50%) of the license fees associated with the Optional Modules upon completion of the Thirty Day Operational Use period for the Optional Modules as discussed in Section 9.

4. FEES AND INVOICING

4.1 License Fee. The Urban Counties shall pay to Software Provider the License Fee in accordance with the payment plan set forth below:

<u>Payment Date</u>	<u>Amount to be Paid</u>
90 days after contract execution	\$ 1,200,000
January 1, 2007	\$ 2,475,000
January 1, 2008	\$ 4,770,000
January 1, 2009	\$ 3,950,600

Software Provider shall invoice the Urban Counties thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the Urban Counties shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the Urban Counties on each such Payment Date.

4.2 Software Provider Service Charges. Charges for all hourly services to be performed by Software Provider hereunder shall be invoiced to and paid by the Party on whose behalf such fees were incurred, in accordance with Section 4.4.

4.3 Expenses. Each Party will reimburse Software Provider for travel, lodging, and food expenses reasonably incurred by Software Provider in performing its services herein on behalf of such Party in accordance with Section 4.4. All such costs, payments, and reimbursements shall be subject to the same terms, and in no greater amount, than provided by the lesser of Software Provider's internal travel reimbursement policy or the Participating County's travel reimbursement policy, or, when the work is performed for the Urban Counties, the Urban Counties's travel reimbursement policy.

4.4 Invoice and Payment. Software Provider shall invoice each Party for services and associated expenses on a monthly basis. For example, Software Provider shall invoice each respective Participating Member County monthly for all services related to the development and implementation of Local Modifications, and Software Provider shall invoice the Urban Counties monthly for the development of Enterprise Modifications. Software Provider shall invoice the Urban Counties for maintenance fees in accordance with the terms of the Standard Maintenance Agreement. Each invoice shall state the total invoiced amount, shall identify the Party on whose behalf the fees and expenses were incurred (either the Urban Counties and/or a Participating Member County), and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, each Party shall pay Software Provider all undisputed amounts owing therein thirty (30) days in arrears, except for annual maintenance and support fees which shall be invoiced and paid in accordance with the terms of the Standard Maintenance Agreement. All payments shall be made in U.S. currency. 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. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. 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 Participating Member County mails or electronically transmits the payment.

5. IMPLEMENTATION FOR PARTICIPATING MEMBER COUNTIES

5.1 Implementation Plans for Participating Member Counties. Upon a Member County becoming a Participating Member County pursuant to Section 2.5, Software Provider shall meet with the Participating Member County Project Director and the Urban Counties Project Director, at Participating Member County's expense, for the purpose of developing an Implementation Plan for the Participating Member County, which shall include the development of Local Modifications, timetables and milestones, fees, and payment schedules. Upon finalization of the Implementation Plan and the issuance by the Participating Member County of the Notice to Proceed, along with the amended Participation Agreement that incorporates the Implementation Plan, Software Provider and the Participating Member County shall perform its obligations pursuant to this Agreement and the Implementation Plan (including, without limitation, that Software Provider shall develop the Local Modifications and deliver and install the Court Admin System for the Participating Member Counties) in accordance with the timetables set forth in the Implementation Plan. The Implementation Plan for each Participating Member County shall be subject to the Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations as set forth in this Section 5. Software Provider shall invoice the Participating Member County for the services to be performed under the Implementation Plan on a monthly basis.

5.2 Enterprise Modifications.

(a) The parties acknowledge and agree that, as of the date of this Agreement, neither Software Provider nor the Urban Counties has sufficient information to specify in detail the type, quantity, and/or required service hours needed to adequately identify, define, and/or develop the Enterprise Modifications; however, the parties have to the extent practical identified in general certain proposed Enterprise Modifications, which are set forth on Exhibit E. The parties acknowledge that such preliminary, general Enterprise Modifications are not functional requirements and that Software Provider shall have no obligation regarding such until the parties further refine and define the functional requirements as set forth in this Section 5.2. In addition, Exhibit E identifies the number of service hours that Software Provider shall provide to the Urban Counties under this Section 5.2 at the discount rate set forth therein. Software Provider may not charge the Urban Counties or any Participating Member County for any services related to Enterprise Modifications at the rates set forth on Exhibit I unless and until Software Provider has provided, in the aggregate, the number of discounted hours set forth on Exhibit E.

(b) After the execution of this Agreement, Software Provider agrees to work in good faith with the Urban Counties and any Participating Member County for the purposes of collecting and analyzing sufficient data to further refine and define in detail the Enterprise Modifications set forth on Exhibit E as well as identify other Enterprise Modifications that may not be listed on Exhibit E. After the parties collect and analyze sufficient data to adequately identify and define in detail the scope of any Enterprise Modification, Software Provider shall then discuss with the Urban Counties Technical Committee the Specifications, conduct a detailed analysis with respect to the Enterprise Modifications, and present to the Urban Counties Technical Committee a detailed written report with respect to the findings of such analysis. For each Enterprise Modification authorized by the Urban Counties Technical Committee pursuant to a signed, written Authorization Order, Software Provider shall prepare a respective SRS Document, at the Urban Counties's expense, and deliver it to the Urban Counties Technical Committee for inspection and approval. Upon approval by the Urban Counties Technical

Committee, Software Provider shall develop and implement the Enterprise Modifications into the Court Admin System on a hourly basis at the Urban Counties's expense in accordance with the timetable set forth in the applicable SRS Document. In no event shall Software Provider be responsible to the Urban Counties or any Participating Member County for delays attributable to the Urban Counties's failure to timely inspect and approve a SRS Document. Software Provider shall perform its functions hereunder, and invoice the Urban Counties in accordance with Section 4.4, on an hourly basis. Upon completion of the Enterprise Modifications, the SRS Document will be considered part of the agreed upon Functional Requirements identified as Exhibit A to this Agreement.

5.3 Local Modifications. With respect to each phase of an Implementation Plan for each Participating Member County, Software Provider shall discuss with each respective Participating Member County Project Director the Specifications, conduct a detailed analysis with respect to Local Modifications, and present to each Participating Member County a detailed written report with respect to the findings of such analysis, along with a recommendation for any Local Modifications ("Operational Analysis"). For each Local Modification authorized by a Participating Member County pursuant to a signed, written Authorization Order, Software Provider shall prepare a respective SRS Document at the Participating Member County's expense and deliver it to the Participating Member County Project Director for inspection and approval. Upon receipt of the SRS Document, the Participating Member County shall have ten (10) Business Days (each such period being a "SRS Review Period") to inspect the SRS Document and to notify Software Provider of approval or disapproval of the SRS Document; provided, however, that any SRS Document not expressly approved or disapproved in a signed writing by the Participating Member County shall be deemed approved. Upon approval by the Participating Member County of an SRS Document, Software Provider shall submit the appropriate Authorization or Change Order in accordance with Section 5.5 or 5.6 to perform services on behalf of the Participating Member County for the implementation of each such Local Modification in accordance with the timetable set forth in the applicable SRS Document.

5.4 Implementation Services. Attached to each respective Implementation Plan shall be a statement of Software Provider's hours and fees associated with the services to be performed by Software Provider for each respective Participating Member County and for which each Participating Member County will pay on a monthly basis.

5.5 Change Orders. From time to time, a Participating Member County (or, with respect to Enterprise Modifications, the Urban Counties) or Software Provider may discuss, request, and/or recommend a Change. Promptly after any request or recommendation for a Change, Software Provider shall submit a respective Change Order to the Participating Member County or the Urban Counties, as applicable, for review identifying, at a minimum: (a) the nature of the Change; (b) the additional cost, if any, of implementing the Change (including, without limitation, potential changes in the server configuration); (c) the timetable for implementing the Change; and (d) the effect, if any, of the Change on the anticipated implementation schedule and Deliverables. The Participating Member County or the Urban Counties, as applicable, shall use its good faith efforts to either approve or disapprove any Change Order within ten (10) Business Days; provided, however, that any Change Order not expressly approved in writing by the Participating Member County or Urban Counties, as applicable, shall be deemed disapproved. No such Change Order shall be effective unless the Participating Member County Project Director or the Urban Counties Project Director, as applicable, approves the Change Order in a signed writing ("Change Confirmation"). Any Change Confirmation shall constitute a formal amendment to the respective Implementation Plan.

5.6 Authorization Orders. The Participating Member County (or, with respect to Enterprise Modifications, the Urban Counties) or Software Provider may discuss, request, and/or recommend specific Software Provider obligations and an allocation of hours to fulfill such obligations pursuant to the this Agreement and the respective Implementation Plan, including, without limitation, to develop Local Modifications in accordance with the respective Implementation Plan and Statement of Work. Promptly after any request or recommendation for such allocation, Software Provider shall submit a respective Authorization Order to the Participating Member County or the Urban Counties, as applicable, for review identifying, at a minimum: (a) the nature of Software Provider's obligation and (b) the number of hours to be allocated. If the Authorization Order requires Software Provider to exceed the hours designated on the Implementation Plan for any particular phase, the Participating Member County or the Urban Counties, as applicable, may, in its sole discretion, elect to: (i) request a Change Order; (ii) allocate hours from another phase to cover the excess hours; or (iii) reject the Authorization Order. The Participating Member County or the Urban Counties, as applicable, shall use its good faith efforts to either approve or disapprove any Authorization Order in a signed writing (any approved Authorization Order being a "Authorization Confirmation") within ten (10) Business Days (or other period as reasonably requested by Participating Member County or the Urban Counties, as applicable, in writing); provided, however, that any Authorization Order not expressly approved or disapproved in a signed writing by the Participating Member County or the Urban Counties, as applicable, shall be deemed disapproved. In the event a Participating Member County fails to approve or disapprove the Authorization Order in the ten (10) day period, the Participating Member County shall be responsible for any delays in the Implementation Plan and Tyler shall have no liability related thereto. In addition, Tyler may, at its option, submit a Change Order for a new Implementation Plan to the Participating Member County that takes into account the delays caused by the failure to timely approve Authorization Orders. At Tyler's sole discretion, Tyler may stop work until such time the Change Order is approved by the Participating Member County.

5.7 Changes to the Budget. In no event shall a Participating Member County's Project Director have the right or authority to increase the aggregate cost of the respective Participating Member County's project, and Software Provider shall not rely on any action by a Participating Member County's Project Director, without the Participating Member County's Commissioner's Court written approval of a Change Order.

5.8 Office Space. Each Participating Member County shall, at its sole expense, provide reasonable office space, telephone access, network access, Internet connections, and such other reasonable facilities available as may be reasonably requested by Software Provider for use by Software Provider personnel only for the purpose of performing this Agreement while such personnel are working on-site on the installation and implementation of the Licensed Property. Software Provider personnel will have access to such facilities at reasonable times for the purpose of performing this Agreement. The Urban Counties shall not be responsible for providing office space with respect to the development of Enterprise Modifications.

6. DELIVERY AND INSTALLATION OF THE JUDICIAL SOFTWARE

6.1 Risk of Loss. Risk of loss of the Documentation and Judicial Software and media on which such may be delivered shall remain with Software Provider at all times until delivery to, and if required pursuant to this Agreement, installation at the Participating Member County's or the Urban Counties's, as applicable, respective places of business.

6.2 Shipments. Software Provider shall ship the Documentation (unless delivering pursuant to Section 6.3) to the Participating Member County or the Urban Counties, as applicable, place of business in accordance with the timetables set forth in each respective

Implementation Plan. Shipments shall be prepared and packed at Software Provider's expense and delivered at Software Provider expense via air or other fast transportation to minimize delay.

6.3 Judicial Software Installation.

(a) Software Provider shall conduct its standard diagnostic evaluation to determine that the Judicial Software is ready for productive use and shall notify the Participating Member County's Project Director after completion thereof.

(b) Following the diagnostic evaluation, Software Provider shall deliver and install the Judicial Software at the Participating Member County's places of business and make such Licensed Property ready for productive use in accordance with the timetables set forth in each respective Implementation Plan.

7. DATA CONVERSION

7.1 Participating Member County Responsibilities. Each Participating Member County shall have the following responsibilities with respect to data conversion: the Participating Member County will, at its expense: (a) deliver to Software Provider legacy data in an electronic SQL, ASCH delimited or other format reasonably recommended by Software Provider; (b) provide Software Provider with basic explanation of the delivered legacy data (to include, at a minimum, data elements and, where reasonably possible, relationship explanations); and (c) such other responsibilities as set forth in the applicable Implementation Plan.

7.2 Software Provider Responsibilities. Software Provider shall have the following responsibilities with respect to data conversion: Software Provider shall receive the legacy data delivered pursuant to Section 7.1 and enable access to such data through the Judicial Software, including, without limitation, that Software Provider shall perform Software Provider's conversion obligations set forth in the applicable Implementation Plan issued under each respective Implementation Plan and in accordance with the conversion specification produced by Software Provider, which hourly services shall be invoiced to the respective Participating Member County on a monthly basis.

8. VERIFICATION OF ENTERPRISE AND LOCAL MODIFICATIONS

8.1 Verification Procedure. Upon delivery, installation, and diagnostic testing of (a) Enterprise Modifications to the Urban Counties Technical Committee or (b) Local Modifications at a Participating Member County site, and regardless of whether or not the Urban Counties or respective Participating Member County, as the case may be, supplies any test scripts pursuant to Section 8.2, Software Provider shall perform its standard test procedures set forth in the applicable SRS Document and shall certify to the Urban Counties Technical Committee or the Participating Member County, as the case may be, that the Enterprise Modifications or Local Modifications in each applicable phase is operating in accordance with the Specifications for that phase and shall demonstrate such successful operation to the Urban Counties Technical Committee or the Participating Member County, as appropriate (the "Verification Procedure"). Any Defect to an Enterprise Modification or Local Modification that is revealed during any phase of the Verification Procedure shall be promptly corrected by Software Provider, and appropriate documentation for such correction shall be produced and delivered to the Urban Counties Technical Committee or respective Participating Member County, as appropriate, within thirty (30) days of such correction. The Urban Counties Technical Committee and the Participating Member County, in its sole and absolute discretion, may monitor its respective Verification Procedure.

8.2 Optional – Urban Counties Technical Committee or Participating Member

County Supplied Test Scripts. During the Operational Analysis of each Phase set forth in the respective Implementation Plan, the Urban Counties Technical Committee or the respective Participating Member County may, but is not required to, submit to Software Provider functional test scripts for each Enterprise Modification or Local Modification function, as appropriate, to be delivered during such Phase, which test scripts will be consistent with the SRS Document and will be used by the Urban Counties Technical Committee or the respective Participating Member County as the case may be for purposes of verification testing of the Enterprise Modification or Local Modification. To facilitate the Participating Member County's development of any such test scripts, Software Provider shall provide to the Urban Counties Technical Committee and such Participating Member County for its internal use a Test Script Sample Set containing test scripts that the Urban Counties Technical Committee or the Participating Member County personnel 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 Project Directors 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 Urban Counties Technical Committee or the respective Participating Member County, as the case may be. Urban Counties Technical Committee or Participating Member County supplied test scripts delivered subsequent to the Operational Analysis activity of any particular Phase for an Enterprise Modification or Local Modification will not apply to the Verification Procedure. The Urban Counties Technical Committee or Participating Member County supplied test scripts, if any, will be in addition to Software Provider's Verification Procedures set forth in Section 8.1.

9. THIRTY (30) DAY OPERATIONAL USE; MAINTENANCE SERVICES

9.1 Operational Use. Promptly after the diagnostic testing and installation of each Phase for each case type (criminal or civil) as set forth in the respective Implementation Plan, the Participating Member County will begin an operational use period in accordance with the Implementation Plan to begin operation by the respective Participating Member County of the Judicial Software ("Operational Use"). Each respective Deliverable, including Local Modifications, will be deemed to have successfully completed Operational Use when such Deliverable has operated for a period of thirty (30) consecutive calendar days without a Service Level 1 Defect or Service Level 2 Defect.

(a) If a Service Level 1 Defect or Service Level 2 Defect occurs during the initial thirty (30) day period, then the Participating Member County's Project Director shall promptly notify Software Provider's Project Director in writing, and Software Provider shall use all reasonable efforts to promptly cure such Defect. Upon Software Provider's cure of any such Defect, the thirty (30) day timetable shall begin again.

(b) At the end of the initial or additional thirty (30) day period(s), as the case may be, each of the functions for which the Participating Member County has not reported a Service Level 1 or Service Level 2 Error shall be deemed to have successfully passed Operational Use. When each of the functions for which the Participating Member County did report a Service Level 1 or Service Level 2 Error during the initial thirty (30) day period has performed for a period of thirty (30) consecutive days without a further Service Level 1 or Service Level 2 Error, that function shall also be deemed to have successfully passed Operational Use.

(c) When all of the functions for each phase have successfully passed Operational Use as described in this Section 9, the Judicial Software relating to such phase will have completed the thirty (30) day Operational Use by the Participating Member County.

9.2 Initiation of Maintenance Services. When the first case type of either civil or criminal has completed the Operational Use period set forth in Section 9.1, the as installed Judicial Software shall then become subject to the terms and conditions of the Standard Maintenance Agreement and the Participating Member County shall pay 50% of the maintenance fees as set forth on the Price List (as adjusted pursuant to the terms of the Standard Maintenance Agreement). When the first case type of the remaining systems (civil or criminal, as the case may be) has completed Operational Use, the as installed Judicial Software shall also become subject to the terms and conditions of the Standard Maintenance Agreement and the Participating Member County shall then pay the remaining 50% of the maintenance fees as set forth on the Price List (as adjusted pursuant to the terms of the Standard Maintenance Agreement). When all of the functions of the Judicial Software have completed Operational Use, the Judicial Software shall be deemed to be fully installed and operational with respect to such Participating Member County, this Agreement will terminate with respect to such Participating Member County (subject to Section 22.4 (Survival)), and the Judicial Software shall then become subject to the terms and conditions of the Standard Maintenance Agreement.

10. DOCUMENTATION AND TRAINING

10.1 Documentation. Prior to Operational Use, Software Provider shall provide to the applicable Participating Member County the Documentation, in electronic format, sufficient to allow such Participating Member County to utilize the Judicial Software in accordance with the Specifications.

10.2 User Group, Bulletin Boards, and Internet Sites. In addition to any other maintenance obligation or obligation to provide Documentation, Software Provider shall notify any applicable Participating Member County of any user group, bulletin board, or internet site relating to the Judicial Software or services provided by Software Provider pursuant to or arising from this Agreement, and to the extent requested by the Participating Member County Project Director in writing, provide access thereto.

10.3 Training Plans and Materials; Personnel Training. Software Provider shall perform the following services on an hourly basis, which shall be invoiced to the applicable Participating Member County on a monthly basis:

(a) Software Provider shall train the applicable Participating Member County personnel in accordance with a mutually agreeable training plan for each phase as defined in the respective Implementation Plan. The training plan shall detail the specific training required for personnel to operate the Judicial Software. Software Provider and the Participating Member County may jointly develop additional training materials, which training materials will, among other things, supplement Software Provider's standard training materials, incorporate the applicable Participating Member County's business processes, and emphasize the rationale and timing required by a particular operation.

(b) Software Provider shall provide the applicable Participating Member County personnel with only the number of hours of training for the respective portions of the Judicial Software as set forth in the respective Implementation Plan, subject to a Change Confirmation.

(c) Training shall be provided at the applicable Participating Member County's principal place of business or other site selected by such Participating Member County. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Judicial Software. The courses shall train the applicable Participating Member County's employees or agents in a manner to provide basic end user

training. Software Provider's employees shall follow all of the Participating Member County's work rules, confidentiality rules, and drug policies. The applicable Participating Member County shall be responsible for providing an adequately equipped training facility to operate the Judicial Software.

11. MAINTENANCE SERVICES

11.1 Maintenance and Support Agreement. Concurrent with the execution of a Participation Agreement, each Participating Member County shall execute its own respective Standard Maintenance Agreement, of which the Urban Counties and Software Provider shall be a Party. Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of Section 9.2 and the Standard Maintenance Agreement.

11.2 Limited Responsibilities of Software Provider. Except as otherwise specifically set forth in this Agreement or as agreed upon by the Parties, Software Provider shall not be obligated to: (a) collect, prepare, and enter any data necessary for the internal operation of the Judicial Software; (b) retain separate copies of the conversion data delivered by each respective Participating Member County; (c) provide or maintain the Third Person Hardware or Third Person Software; (d) maintain an internal help desk function within a Participating Member County; or (e) provide the requisite networks.

12. PROJECT PERSONNEL

12.1 Project Personnel. Software Provider represents and warrants that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of Software Provider or, if applicable, Software Provider'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. Software Provider shall not utilize any subcontractor(s) without the prior written consent of the applicable Participating Member County Project Director, which consent shall not be unreasonably withheld. Software Provider shall be solely responsible for payment of all wages, benefits, worker's compensation, disability benefits, unemployment insurance, as well as for withholding any required taxes for all Project Personnel in accordance with applicable federal, state, and local law.

12.2 Termination of Project Personnel.

(a) A Participating Member County may, upon written notice to the Software Provider Project Director, require Software Provider to remove an individual immediately from the Project for the following reasons: violation of the terms and conditions of this Agreement; violation of the Participating Member County's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes.

(b) A Participating Member County may, upon fourteen days written notice to the Software Provider Project Director, require Software Provider to remove an individual immediately from the Project without cause. Software Provider may reasonably extend any deadlines adversely affected by any delays in the Implementation Plan directly attributable to such Participating Member County's request for the removal of Software Provider personnel without cause, and Software Provider will not be responsible for such delays in the Implementation Plan.

(c) If a Participating Member County seeks to remove the Software Provider

Project Director pursuant to this section, then the Participating Member County shall provide the notice set forth above to the person designated by Software Provider to serve as the Intermediary Dispute Level.

13. MODIFICATIONS

13.1 Software Provider Modifications. Software Provider shall correct Defects in the Judicial Software pursuant to this Agreement and/or the Maintenance and Support Agreement, as applicable, and may enhance from time to time the Judicial Software (the “Software Provider Modifications”). Such Defect corrections and/or enhancements generally available to all of Software Provider’s clients may result in the creation of a new version(s) of the Product (a “Version Release”). Software Provider Modifications shall belong to Software Provider and shall be Judicial Software.

13.2 Participating County Modifications.

(a) A Participating Member County may extend the Licensed Property to the extent the Licensed Property enables such extensions, including, without limitation, the creation of form tokens, reports, fee calculations, business rules, and any other such extension points as are identified in a SRS Document. Any such extensions without any assistance of Software Provider (the “Participating Member County Modifications”) shall belong exclusively to the respective Participating Member County.

(b) Software Provider shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Judicial Software caused, directly or indirectly, by any Participating Member County Modifications or other changes to the Judicial Software that are implemented without the assistance of Software Provider personnel.

13.3 Enterprise / Joint Modifications. Upon a Change Confirmation authorizing Software Provider to assist a Participating Member County for Participating Member County Modifications, Software Provider shall provide such assistance for Participating Member County Modifications (as jointly developed, “Joint Modifications”), which services will be performed on an hourly basis and billed to the respective Participating Member County monthly. For purposes of this Agreement, all Enterprise Modifications shall be deemed to be Joint Modifications. All Joint Modifications, related materials, documentation, and proprietary rights therein shall belong jointly to the respective Participating Member County and Software Provider.

14. CONFIDENTIAL INFORMATION; TRADE SECRETS; OWNERSHIP OF DATA; SECURITY; COMPLIANCE WITH STATE LAW

14.1 Software Provider Confidential Information and Trade Secrets.

(a) The Urban Counties and each Participating Member County acknowledges for itself that in connection with the performance of the Parties’ obligations pursuant to this Agreement, the Urban Counties and each respective Participating Member County and its representatives will receive or have access to or otherwise be provided certain Software Provider Confidential Information and Software Provider Trade Secrets. The Urban Counties and each Participating Member County will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Software Provider Confidential Information or Software Provider Trade Secrets, and the Urban Counties and each Participating Member County will not use, make, sell, or otherwise exploit any such Software Provider Confidential Information or Software Provider Trade Secrets for any purpose other than performance of this Agreement, without Software Provider’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 Software Provider is given advance notice of such intended disclosure in order to permit Software Provider the opportunity to seek a protective order. The Urban Counties and each Participating Member County will ensure that all of its respective employees shall abide by the terms of this Section 14.1 and will be responsible for breaches by such persons.

(b) While in possession or control of Software Provider Confidential Information, or any media embodying same, the Urban Counties and each Participating Member County shall take reasonable efforts to keep such Software Provider Confidential Information reasonably inaccessible from Persons who, in the Urban Counties's or such Participating Member County's knowledge, are not otherwise authorized to view Software Provider Confidential Information. While in possession or control of any of Software Provider Trade Secrets, or any media embodying same, the Urban Counties and each Participating Member County shall use best efforts to keep all Software Provider Trade Secrets inaccessible from Persons.

(c) If the Urban Counties and/or a Participating Member County 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 Software Provider Confidential Information, then such Party shall provide Software Provider with prompt written notice of such request or requirement so that Software Provider 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 Software Provider, the Urban Counties and/or a Participating Member County nonetheless is legally compelled to disclose Software Provider Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Urban Counties and/or the Participating Member County, as the case may be, may, without liability herein, disclose to such court or tribunal only that portion of the Software Provider Confidential Information which the court requires such Party to disclose, provided that the Urban Counties and/or Participating Member County, as the case may be, at Software Provider's expense, use reasonable efforts to preserve the confidentiality of the Software Provider Confidential Information, including, without limitation, by cooperating with Software Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.

14.2 Participating Member County and Urban Counties Non-Public Information and Trade Secrets.

(a) Software Provider acknowledges for itself that in connection with the performance of the Parties' obligations pursuant to this Agreement, Software Provider and its representatives may receive or have access to or otherwise be provided certain Urban Counties Non-Public Information, Urban Counties Trade Secrets, Participating Member County Non-Public Information, and Participating Member County Trade Secrets. Software Provider will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Urban Counties Non-Public Information, Urban Counties Trade Secrets, Participating Member County Non-Public Information, or Participating Member County Trade Secrets, and the Software Provider will not use, make, sell, or otherwise exploit any such non-public information or trade secrets for any purpose other than performance of this Agreement, without the written consent of the Urban Counties or the Participating Member County, as the case may be, except: (i) as may be required by law, regulation, judicial or administrative process; or (ii) as required in litigation pertaining to this Agreement, provided the Urban Counties or the Participating Member County, as the case may be, is given advance notice of such intended disclosure in order to give such Party the opportunity to seek a protective order. Software Provider will ensure that all of its employees shall abide by the terms of this Section 14.2 and will be responsible for breaches by such persons.

(b) While in possession or control of Urban Counties Trade Secrets or Participating Member County Trade Secrets, or any media embodying same, the Software Provider shall take reasonable efforts (but not less than what it utilizes to protect its own trade secrets) to keep such Urban Counties Trade Secrets or Participating Member County Trade Secrets inaccessible from Persons.

(c) If the Software Provider 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 Urban Counties Non-Public Information or Participating Member County Non-Public Information, then Software Provider shall provide the Urban Counties or the Participating Member County, as the case may be, with prompt written notice of such request or requirement so that such Party 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 Urban Counties or Participating Member County, Software Provider nonetheless is legally compelled to disclose Urban Counties Non-Public Information or Participating Member County Non-Public Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Software Provider may, without liability herein, disclose to such court or tribunal only that portion of the Urban Counties Non-Public Information or Participating Member County Non-Public Information, as the case may be, which the court requires such Party to disclose, provided that the Software Provider, at Software Provider's expense, use reasonable efforts to preserve the confidentiality of the non-public information, including, without limitation, by cooperating with the appropriate Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information by such court or tribunal.

14.3 Ownership of Data. All Participating Member County data (including, without limitation, all content in any media or format entered into, stored in and/or susceptible to retrieval from the Participating Member County's computer systems) shall remain the property of the respective Participating Member County. Such Participating Member County data shall not be used by Software Provider other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Software Provider, or commercially exploited by or on behalf of Software Provider, its employees, officers, agents, subcontractors, invitees, or assigns, or any third party, in any respect.

14.4 Security of Participating Member County Non-Public Information. Software Provider shall comply with the written security procedures or other requirements of each Participating Member County that are set forth to Software Provider in writing that are in effect during the term of this Agreement for the purposes of maintaining (a) the security of each respective Participating Member County's facilities and (b) the security and confidentiality of each respective Participating Member County's Non-Public Information as may be imposed by law on such Participating Member County.

14.5 Compliance with State Law. Software Provider shall comply with the provisions of Texas Family Code and any other applicable state laws that limit or prohibit the release of information contained in records maintained by a Participating Member County including but not limited to information contained in juvenile criminal records. Software Provider shall have no obligation or liability under this Section 14.5 to the extent any information is disclosed or released by third persons not employed by Software Provider, unless such disclosure or release results from Software Provider's breach of Section 17.17.

15. ESCROW

15.1 Escrow Agreement. Software Provider has entered into that certain Escrow Agreement with Escrow Agent, the form of which is attached hereto as Exhibit G and pursuant to which Software Provider has deposited the Licensed Property. The Urban Counties and each Participating Member County shall execute a Beneficiary Agreement, the form of which is attached hereto as Exhibit G, which shall identify each such Party as a beneficiary to the Escrow Agreement.

15.2 Updates and Verification. Software Provider shall update the escrow deposit on at least an annual basis. Software Provider shall provide the Urban Counties with thirty (30) days notice prior to updating the escrow deposit. The Urban Counties shall have the right, at its expense, to be present at Software Provider's Texas facility to verify the creation and viability of the escrowed materials.

15.3 Fees. The fees of the Escrow Agent as set forth in the Escrow Agreement shall be paid by Software Provider.

15.4 License for Use of Escrowed Materials. If material deposited in escrow is released to the Urban Counties pursuant to such escrow agreement (as defined therein, a "Release Condition"), the Urban Counties may distribute such material to the Participating Member Counties, and each such Participating Member County is hereby granted the right and license, subject to Section 14.1, to make use of such material, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Property as Software Provider was obligated but failed to provide pursuant to or arising from this Agreement; provided, however, that in order to avail itself of such rights, each such Participating Member County must (a) pursuant to Section 4.1, have been credited in full for the license fees associated with such Participating Member County as set forth on the Price List (or otherwise pay in full the license fees associated with such Participating Member County after taking into account the then existing credits for such Participating Member County, if any), and (b) be otherwise current on all other services invoices due directly to Service Provider. Notwithstanding the foregoing, the Urban Counties shall not have the right to use, license, or sublicense any material deposited in escrow unless the License Fee has been paid in full.

16. PROHIBITION ON PUBLICITY

Software Provider shall not use any name, trademark, or trade name of the Urban Counties or any Participating Member County, directly or indirectly, whether in connection with advertising or otherwise, without the prior signed, written consent of the Urban Counties or the Participating Member County, as the case may be, as to each circumstance and occasion of use. Software Provider shall not claim that the Urban Counties or a Participating Member County endorses its products or services without the prior signed, written consent of the Urban Counties or Participating Member County, as the case may be. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Software Provider individually or jointly with others, or any subcontractors, with respect to this agreement or any services or Deliverables provided herein. Notwithstanding anything in this Agreement to the contrary, Software Provider may disclose to the public the existence of this Agreement, the Parties to the Agreement, and the material terms of the Agreement, including price, projected term, and scope of work.

17. SOFTWARE PROVIDER REPRESENTATIONS AND WARRANTIES

Software Provider covenants, represents, and warrants the following:

17.1 Judicial Software Warranty. During the Term of this Agreement, the Judicial Software shall perform the functionality as set forth on Exhibit A, and to the extent that the Judicial Software does not so perform, Software Provider shall fix defects and provide such other remedial services as set forth in the Standard Maintenance Agreement, which shall be the sole remedy.

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

17.3 Interoperability. The Judicial Software shall be interoperable with commercially available operating systems and applications and commercially available internet browsers.

17.4 Pass-Through of Warranties. Software Provider shall identify in writing all third-party warranties that Software Provider receives in connection with any product provided hereunder. Software Provider hereby passes through the benefits of all such warranties.

17.5 Governmental Consent. No consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

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

17.7 Free and Clear Title. Software Provider has and shall continue to have free and clear title (including all proprietary rights) to any Licensed Property delivered hereunder (other than Embedded Third Party Software) and that it has and shall continue to have the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Urban Counties and each Participating Member County shall quietly and peacefully possess and use the Licensed Property provided hereunder, subject to an in accordance with the provisions of this Agreement. Software Provider shall not create or permit the creation of any lien, encumbrance, or security interest in any product sold, rented, leased, or licensed hereunder. Software Provider represents and warrants that, to its knowledge, as advised by counsel, the Judicial Software, and all related source code and documentation, any Embedded Third Party Software, do not, and shall not, infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party. To the knowledge of Software Provider, Software Provider is not currently the subject of, and has never been the subject of, or received any claim, notice or other matter in which any third person has accused Software Provider of misappropriation or infringement of intellectual property or breach of fiduciary duty or a duty of confidentiality.

17.8 Future Support. Throughout the term of each respective Standard Maintenance Agreement and provided that each respective Participating Member County is not in breach of the Standard Maintenance Agreement, Software Provider shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software and either the one (1) immediately

prior Version Release or all Version Releases released within the prior one (1) year, whichever is greater.

17.9 Warranty of Software Provider Capability. Software Provider is financially capable of fulfilling all requirements of this Agreement. Software Provider covenants, represents and warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

17.10 Compliance with Laws. In providing services herein, Software Provider shall comply with all material licenses, legal certifications, or inspections required for the services facilities, equipment, or materials. Software Provider further represents and warrants that Software Provider shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, including, without limitation, that Software Provider shall not: (a) employ unauthorized aliens to perform any services; and (b) refuse to hire or do business with any person based upon race, color, gender, ethnicity, disability, national origin, age, or any other protected status.

17.11 Corporate Authority. Software Provider has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations herein, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Software Provider of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of Software Provider are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

17.12 Ownership. Software Provider is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder will, 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.

17.13 Certain Business Practices. Neither Software Provider 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. Software Provider further represents and warrants that it is not listed on a local, county, State or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Software Provider) has been engaged or retained by Software Provider to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

17.14 Corporate Good Standing. Software Provider: (a) is a corporation duly incorporated, validly existing, and in good standing; (b) has all requisite corporate power and authority to execute, deliver, and perform its obligations herein; (c) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized, or qualified would not have a material adverse effect on Software Provider's ability to fulfill its obligations herein.

17.15 Signatory Warranty. The person or persons signing and executing this Agreement on behalf of Software Provider, or representing themselves as signing and executing this Agreement on behalf of Software Provider, do hereby warrant and guarantee that he, she or

they have been duly authorized by Software Provider to execute this Agreement on behalf of Software Provider and to validly and legally bind Software Provider to all terms, conditions, and provisions herein set forth.

17.16 Licenses. Software Provider has all required licenses and/or authorizations pursuant to all laws in order to conduct Software Provider's business and fulfill the obligations of this Agreement.

17.17 Illicit Code. The Judicial Software, when delivered and installed by Software Provider, does not contain, and Software Provider 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 Urban Counties or Participating Member County property.

17.18 Project Personnel. All Project Personnel shall be employees of Software Provider or, if applicable, Software Provider'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.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 17 OR ELSEWHERE IN THIS AGREEMENT, SOFTWARE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. LIMITATION OF LIABILITY

THE LIABILITY OF SOFTWARE PROVIDER TO ANY PARTY 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) WITH RESPECT TO THE Urban Counties, THE ENTERPRISE MODIFICATION FEE; AND (B) WITH RESPECT TO EACH RESPECTIVE PARTICIPATING MEMBER COUNTY, (I) PRIOR TO OPERATIONAL USE BY EACH RESPECTIVE PARTICIPATING MEMBER COUNTY, THE AMOUNTS PAID TO SOFTWARE PROVIDER BY SUCH PARTY PURSUANT TO OR ARISING FROM THIS AGREEMENT; AND (II) AFTER OPERATIONAL USE BY EACH RESPECTIVE PARTICIPATING MEMBER COUNTY, SOFTWARE PROVIDER'S OBLIGATIONS SET FORTH IN THE TERMS AND CONDITIONS OF THE STANDARD MAINTENANCE AGREEMENT WITH SUCH PARTICIPATING MEMBER COUNTY.

IN NO EVENT SHALL SOFTWARE PROVIDER BE LIABLE TO THE Urban Counties OR ANY PARTICIPATING MEMBER COUNTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE Urban Counties OR PARTICIPATING MEMBER 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. IN NO EVENT SHALL SOFTWARE PROVIDER BE LIABLE TO ANY MEMBER

COUNTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS A SUCCESSOR TO A MEMBER COUNTY) IF SUCH MEMBER COUNTY IS NOT A PARTICIPATING MEMBER COUNTY NOR SHALL SOFTWARE PROVIDER BE LIABLE TO THE Urban Counties FOR ANY MEMBER COUNTY'S USE OR OPERATION OF THE LICENSED PROPERTY IF SUCH MEMBER COUNTY IS NOT A PARTICIPATING MEMBER COUNTY.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 18 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF SOFTWARE SERVICE PROVIDER; (B) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (C) DAMAGES TO THE Urban Counties OCCASIONED BY VIOLATION OF LAW BY SOFTWARE SERVICE PROVIDER; AND (D) DAMAGES OCCASIONED BY THE BREACH OF CONFIDENTIALITY OBLIGATIONS OF SOFTWARE SERVICE PROVIDER UNDER THIS AGREEMENT.

19. INDEMNIFICATION

19.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Software Provider shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims arising from Software Provider's participation in this Agreement for bodily injury or property damage sustained by or asserted against the Urban Counties or any Participating Member County arising out of, resulting from, or attributable to the negligent or willful misconduct of Software Provider, its employees, subcontractors, consultants, representatives, and agents; provided, however, that Software Provider shall not be liable herein to indemnify the Urban Counties or any Participating Member County 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 Urban Counties, a Participating Member County, its agents, or employees.

19.2 Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the Urban Counties or any Participating Member County that alleges that all or any part of the Licensed Property or any other Deliverable, in the form supplied, or modified by Software Provider, or its subcontractors pursuant to Software Provider's sole directions, or the Urban Counties or a Participating Member County'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 Urban Counties or the Participating Member County, upon its awareness, shall give Software Provider prompt written notice thereof. Software Provider shall defend, and hold the Urban Counties and/or the Participating Member County, as the case may be, harmless against any such claim or action with counsel of Software Provider's choice and at Software Provider's expense and shall indemnify the Urban Counties and the Participating Member County, as the case may be, against any liability, damages and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Urban Counties and/or Participating Member County, as the case may be, shall cooperate with Software Provider in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as Software Provider 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 Urban Counties and/or a Participating Member County, or any third party pursuant to the Urban Counties's and/or a Participating Member County's directions, or upon the unauthorized use of the Judicial Software by the Urban Counties and/or a Participating Member County.

(b) If the Licensed Property or any other Deliverable 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, Software Provider shall, at its sole cost and expense, provide one of the following remedies, which selection shall be in Software Provider's sole discretion:

- (i) promptly replace the Licensed Property or the other Deliverable with a compatible, functionally equivalent, non-infringing system or deliverable; or
- (ii) promptly modify the Licensed Property or the other Deliverable with a compatible, functionally equivalent, non-infringing system; or
- (iii) promptly procure the right of the Participating Member County to use the Licensed Property or the other Deliverable as intended.

19.3 Survival. The provisions of this Section 19 will remain in full force and effect after the termination of this Agreement.

20. TAXES

20.1 Tax Exempt Status. The Urban Counties and each Participating Member County 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 Software Provider pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by Software Provider's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Software Provider in performing its obligations herein, including all personal property and use taxes, if any, due on equipment or software owned by Software Provider.

20.2 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 pursuant to or arising from the terms of this Agreement.

21. INSURANCE

Software Provider covenants that it shall provide and maintain the following insurance:

21.1 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.

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

21.3 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.

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

22. TERM, SUSPENSION, AND TERMINATION

22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) five years; (b) each Member County becomes a Participating Member County and reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term"). Each Party agrees to meet and negotiate in good faith any extensions to this Agreement during the six-month period prior to the expiration of the Term.

22.2 Suspension. Each Participating Member County may, in its sole discretion, suspend the services to be performed under its respective Implementation Plan for a period of time by issuing a written order to stop work and by paying to Software Provider concurrently therewith for all undisputed amounts due and owing to Software Provider herein up through the date of the written order to stop work. The written order shall set out the terms of the suspension. Software Provider shall stop all services as set forth in the respective Implementation Plan and this Agreement and will cease to incur costs to the applicable Participating Member County during the term of the suspension. Software Provider shall resume work when notified to do so by the Participating Member County in a written authorization to proceed. Software Provider shall have no liability whatsoever for delays in any respective Implementation Plan caused directly and exclusively by the Participating Member County's suspension of services. In no event shall Software Provider be required to resume services after one year following the date of the written order to stop work.

22.3 Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 22.3.

(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 14; or (iii) if Software Provider 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, cooperates with the alleged breaching Party during such thirty (30) day period on a good faith basis to cure such alleged breach, and complies in good faith with the dispute resolution procedures set forth in Section 23 following such thirty (30) day period. The cooperation procedures set forth in this Section 22.3(b) do not apply for a termination for Cause as defined in Section 22.3(a)(ii) or (iii) or if the Urban Counties or any Participating Member County fails to timely pay any obligation when due to Software Provider. If Software Provider terminates this Agreement because of a failure of the Urban Counties to timely pay when due the License Fee or the Enterprise Modification Fee, then this Agreement shall terminate in its entirety; however, if Software Provider terminates this Agreement because of a failure of a Participating Member County to timely pay when due any obligation owing to Software Provider, then this Agreement shall terminate only with respect to such Participating Member County.

(c) In the event either Party terminates this Agreement pursuant to this Section 22.3, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination, all revocable licenses granted herein shall terminate pursuant to Section 3.2 (including, without limitation, all Standard License Agreements executed hereunder), and each Party may pursue all legal remedies available pursuant to or arising from this Agreement.

22.4 Survival. The following provisions shall survive any termination of this Agreement: 3.2; 3.3; 3.4; 3.5; 3.6; 3.8; 6.1; 9.2; 11; 13; 14; 15; 16; 18; 19; 20; 22; and 24.

22.5 Urban Counties No Longer a Party to this Agreement. In the event that the Urban Counties no longer is a Party to this Agreement because it has been dissolved or because the Member Counties lawfully elect in writing to not have the Urban Counties administer this Agreement, then the Parties shall have ninety days to assign this Agreement to a new third party administrator, which must be reasonably acceptable to Software Provider. If the Parties cannot mutually agree to an assignment during such ninety day period, then this Agreement shall terminate, subject to Section 22.4.

23. DISPUTE RESOLUTION

23.1 Resolution of Disputes of Invoices. If any Party disputes in good faith any amount on any Software Provider invoice, the Parties agree to use all reasonable efforts to resolve such dispute within thirty (30) days after Software Provider receives written notification of the dispute from the Urban Counties. The Parties agree to promptly provide full supporting documentation concerning any disputed amount or invoice. If, upon expiration of the thirty (30) day period, an amount remains in dispute, then the Parties shall attempt resolution of the dispute in accordance with the terms of Section 23.2. Notwithstanding the foregoing, the Urban Counties shall pay to Software Provider (and each Participating Member County will be obligated to pay to Software Provider their respective portion of) all undisputed invoice amounts as required pursuant to Section 4.

23.2 Dispute Resolution Escalation Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Directors. Any dispute that cannot be resolved within five (5) business days at the Project Director level (or such other date as agreed upon by the Project Directors) shall be referred to the individual reasonably designated by the Urban

Counties and/or the Participating Member County, as the case may be, and Software Provider's Vice President of Courts and Justice Systems Division assigned to the Urban Counties'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 the Executive Director or other individual reasonably designated by the Urban Counties and Software Provider's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. If a dispute cannot be resolved in ten (10) Business Days at the Executive Dispute Level, the Parties may then, upon notification by a Party to the other Party's Executive Dispute Level personnel, agree to conduct a mediation conference within 10 days. Any negotiations pursuant to this Section 23.2 are confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

24. PERFORMANCE BOND

24.1 Performance Bond. Software Provider shall be required, at the sole discretion of a Participating Member County, to execute a good and sufficient bond in an amount equal to the Budget Proposal and Software Pricing as shown in Exhibits I and M, respectively, or otherwise guaranteeing the full and faithful execution of the work and performance of the Agreement in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Participating Member County. The costs of obtaining, maintaining, and modifying the performance bond as described herein, shall be the responsibility of the Participating Member County and shall be designated as a clearly identified line item in the Budget Proposal.

24.2 Bond Requirements. The performance bond shall identify the Principal (Software Provider) and Surety with the Owner (Participating Member County). The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of the Owner will be for informational purposes only. Each bond must be separately signed by the Principal and the Surety. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to the Participating Member County, and shall be delivered to the designated representative of the Participating Member County within thirty (30) calendar days after execution of a Participation Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

24.3 Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to the Participating Member County, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by a Participating County who is now in default or delinquent on any bonds or who is interested in any litigation against any Urban County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

24.4 Modifications. Should the Participating Member County exercise any modifications to the Participation Agreement that increase the overall cost of the Budget Proposal, it will be the Software Provider's responsibility, subject to Section 24.1, to have the Surety company provide to Participating Member County confirmation of the existing bond or provide a new bond, if applicable.

24.5 Use of Performance Bond. In the event the Participation Agreement is prematurely terminated due to the Software Provider's breach and/or non-performance, the Participating Member County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, the prevailing Party shall be entitled to recover its reasonable attorneys' fees from such action. 24.6 Failure to Acquire Performance Bond. In the event the Software Provider does not secure and deliver a performance bond to the Participating Member County in accordance with the provisions of this Section 24, the Participating Member County, at its sole discretion, may immediately terminate the Participation Agreement at no cost to the Participating Member County.

24.7 Termination of Performance Bond. If the Software Provider executes the performance bond as described herein, then upon completion of Operational Use pursuant to Section 9.1, the Participating Member County will promptly, but in any event not less than thirty (30) days from the date of completion of Operational Use, take all reasonable steps necessary to terminate the performance bond set forth herein or otherwise release Software Provider from any obligations arising under such performance bond.

25. MISCELLANEOUS

25.1 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. This Agreement shall be binding upon and inure to the benefit of each of the Parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

25.2 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.

25.3 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 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.

25.4 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.

25.5 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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 agent, representative, or 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.

25.10 Governing Law; Choice of Forum. 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. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Participating Member County and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens. If multiple Participating Member Counties are involved in a dispute arising out of the same facts and circumstances, the Parties agree that the cases shall be consolidated.

25.11 Audit. Software Provider shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. A Participating Member County may, upon the written request of the Project Director, audit any and all work or expense records of Software Provider relating to materials and/or services provided herein. The Participating Member County shall provide Software Provider twenty-four hour notice of such audit or inspection. Software Provider shall have the right to exclude from such inspection any of its confidential or proprietary information that was not otherwise required to be provided to the Participating Member County as a part of this Agreement. Software Provider shall make such books and records available to Participating Member County during normal business hours. Any such audit shall be conducted at Software Provider's principal place of business during Software Provider's normal business hours and at Participating Member County's expense.

25.12 Non-Discrimination. This Agreement is subject to applicable federal and state laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Software Provider 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, Software Provider 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. Software Provider 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.

25.13 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, including any Member County (except to the extent that a Member County becomes a Participating Member County and executes a Participation Agreement).

25.14 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.

25.15 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.

25.16 Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by the such Party with respect to its respective obligations set forth in Sections 14 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.

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

TEXAS CONFERENCE OF URBAN COUNTIES

TYLER TECHNOLOGIES, INC.

Signature:



Name: Donald Lee

Title: Executive Director

Signature:



Name: Glenn A. Smith

Title: President – Courts & Justice Division

Exhibits

- A – Judicial Software (including Prosecutor) Functionality
- B – Standard Maintenance Agreement
- C – Participation Agreement
- D – Project Management
- E – Enterprise Modifications
- F – Software Provider Confidentiality Agreement
- G – Escrow Agreement
- H – Member Counties; Initial Participating Member Counties
- I – Price List
- J – Embedded Third Party Software
- K – Third Person Software
- L – Form SRS Document
- M – Optional Modules License and Maintenance Fees

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of July 25, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "Urban Counties"), and Fort Bend County, Texas (the "Participating Member County").

Background

Whereas, Software Provider and the Urban Counties have entered into that certain Master Software License and Professional Services Agreement (the "Master Agreement");

Whereas, Software Provider, the Urban Counties, and the Participating Member County have entered into that certain Participation Agreement pursuant to which, among other things, the Participating Member County has become a Party to the Master Agreement as a Participating Member County and, accordingly, seeks to acquire a license for the Licensed Property and to acquire the development, implementation, installation, and training services from Software Provider, on the terms and subject to the conditions of the Master Agreement;

Whereas, the Participating Member County desires to engage Software Provider to perform, and Software Provider desires to perform for the Participating Member County, certain maintenance and support services related to the Judicial Software as set forth in this Agreement.

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. DEFINITIONS

1.1 Terms Not Defined. Terms not otherwise defined in this M&S Agreement shall have the meanings assigned to such terms in the Master Agreement.

1.2 Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the Participating Member County can reasonably avoid any deleterious effects of such Documented Defect.

1.3 Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the Judicial Software caused by, arising from, or emanating from the reasonable control of Software Provider that would otherwise render the Judicial Software in non-conformance with its specifications.

1.4 Documented Defect means a Defect that the Participating Member County documents for Software Provider 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 Software Provider may reasonably request. The Participating Member County must deliver such information to Software Provider concurrently with its notification to Software Provider of such Defect. The Participating Member County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Software Provider of such Defect, including, but not limited to, issues related to the network, user training, Participating Member County-produced extensions, and data problems not caused by the Judicial Software. Any technical or other issue that the Participating Member County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 3.

1.5 Maintenance and Support Fees has the meaning set forth in Section 8.1.

1.6 Services Commencement Date has the meaning set forth in 9.1.

1.7 Third Person Software means all third party software required for the operation and use by the Participating Member County of the Licensed Software consistent with the license granted to the Participating Member County.

1.8 **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.

2. **RESPONSIBILITIES OF THE PARTICIPATING MEMBER COUNTY**

In addition to the responsibilities set forth in the Master Agreement, the Participating Member County shall, throughout the term of this M&S Agreement:

1. maintain all required Third Person Software to the release level compatible with the installed version(s) of the Judicial Software pursuant to Section 7;
2. maintain an internal Help Desk to provide first level support to the Participating Member County's users relating to basic system and application software questions or problems (only the Participating Member County's Help Desk staff shall be authorized to contact Software Provider's Help Desk after attempting to resolve the matter via the Participating Member County's internal Help Desk). In the event the Participating Member County does not establish and maintain a Help Desk function for first level support to Participating Member County's users, Software Provider reserves the right to increase the Participating Member County's current maintenance fee;
3. provide training on the Judicial Software to its employees;
4. allow Software Provider to install patches and other maintenance releases provided by Software Provider;
5. allow remote access by Software Provider to Participating Member County's servers and data via a Microsoft VPN connection or other mutually agreeable protocol;
6. implement and perform appropriate data backup and data recovery procedures related to the Judicial Software. In no event shall Software Provider be held liable for any loss or other damage associated with the loss or destruction of any data related to the Judicial Software that is attributable to the Participating Member County's failure to implement and perform such procedures on a timely and regular basis; and
7. provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 6.

3. **RESPONSIBILITIES OF THE URBAN COUNTIES**

Throughout the term of this M&S Agreement, the Urban Counties shall be responsible for (a) organizing, coordinating and facilitating a Participating Member County users group that will work with Software Provider to plan, specify and test enhancements and improvements to the Court Administration System; (b) fostering and promoting the adoption of the software by Texas counties and other Texas government entities; (c) assisting the Participating Member County in the resolution of any issues arising between Software Provider and the Participating Member County with respect to the services provided herein; (d) the timely payment of the Maintenance and Support Fees to Software Provider pursuant to Section 8, and (e) invoicing and collecting any maintenance and support fees and/or fees for additional services from the Participating Member County pursuant to the third party agreement between the Urban Counties and the Participating Member County, of which Software Provider is not a party.

4. **RESPONSIBILITIES OF SOFTWARE PROVIDER – SUPPORT SERVICES FOR DOCUMENTED DEFECTS**

4.1 General Services for Reporting Documented Defects.

(a) Software Provider shall provide the Participating Member County with a telephone number for the Participating Member County's use at any time on a seven days a week, twenty-four hours a day, basis to report Service Level 1 and Service Level 2 Documented Defects.

(b) Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for, Service Level 3 Defects, Service Level 4 Defects, Service Level 5 Defects, and Service Level 6 Defects.

(c) Software Provider shall assist the Participating Member County in the diagnosis of any Documented Defect.

4.2 Service Level 1 Defects.

(a) *Definition.* Service Level 1 Defect means (i) a complete application failure or availability or (ii) loss of multiple essential system functions.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 1 Defects within two (2) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall immediately assign appropriate personnel to diagnose and correct the Service Level 1 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider 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.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect within one business day.

4.3 Service Level 2 Defects.

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

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 2 Defects within four (4) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Service Level 2 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider 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.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.4 Service Level 3 Defects.

(a) *Definition.* 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 for which there is an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 3 Defects within one (1) business day of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Documented Defect. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within ten (10) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.5 Service Level 4 Defects.

(a) *Definition.* Service Level 4 Defect means a Documented Defect that causes failure or non-essential Judicial Software functionality.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 4 Defects within two (2) business days.

(c) *Response.* Software Provider shall assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect within twenty (20) business days.

4.6 Service Level 5 Defects.

(a) *Definition.* Service Level 5 Defect means a Service Level 4 Defect with an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 5 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software with the next version release.

4.7 Service Level 6 Defects.

(a) *Definition.* Service Level 6 Defect means a cosmetic or other Documented Defect that does not qualify as a Service Level 1 Defect, Service Level 2 Defect, Service Level 3 Defect, Service Level 4 Defect, or Service Level 5 Defect.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 6 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software at Software Provider's discretion in a version release.

4.8 Second Level Help Desk Support. Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for the limited purpose of reporting Documented Defects. Software Provider shall use its commercially reasonable efforts to provide the Participating Member County with the assigned Service Level and Software Provider's tracking number.

4.9 Base Version Level for Correction. Throughout the term of this M&S Agreement, Software Provider shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software and either the one (1) immediately prior Version Release or all Version Releases released within the prior one (1) year, whichever is greater.

5. ADDITIONAL SUPPORT SERVICES

The parties agree that the Participating Member County may request support services in addition to the correction of Documented Defects by delivering to Software Provider a Service Request Form substantially in the form of Exhibit A. Such other support services may include, without limitation, services related to: (a) a "help desk"; (b) additional training; (c) technical assistance; (d) programming services; and/or (e) business analysis. Software Provider shall provide to the Participating Member County a written response to the request which describes in detail the anticipated impact of the request on the existing Judicial 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 Software Provider directly to the Participating Member County and shall be invoiced monthly, and each undisputed invoice shall be due and payable within thirty (30) days.

6. VERSION RELEASES

Subject to the other terms and conditions of this M&S Agreement, Software Provider shall provide the Participating Member County as and when made generally available by Software Provider to its other customers, with:

- (a) Version Releases, and
- (b) updates to the Licensed Software if and as required to cause existing functions of the Judicial Software to comply with applicable state law, as and when such law may change from time to time during the term hereof.

Software Provider shall notify the Participating Member County of the occurrence of a new Version Release and shall provide the Participating Member County with such Version Releases for the Judicial Software. The delivery of each Version Release shall include a complete, installable copy of the Judicial Software, together with release notes and other appropriate documentation. Software Provider shall install each Version Release to the extent that such installation can be done remotely from Software Provider's offices. Notwithstanding anything in the foregoing to the contrary, the Participating Member County shall, at its own expense, be responsible for any onsite installation assistance, new integration, and training with respect to each Version Release. When and if Software Provider develops tools to fully automate the installation process, then the Participating Member County shall be responsible for the installation of all then future Version Releases, provided that Software Provider provides the automation tools and training to use the tools at no expense to the Participating Member County.

7. THIRD PERSON SOFTWARE

7.1 Notice of New Third Person Software. Software Provider shall provide the Participating Member County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Software Provider shall, to the extent practicable, minimize the need for the Participating Member County to rely upon updates of Third Person Software. Software Provider shall use commercially reasonable efforts to provide the Participating Member County with sufficient advance notice of any mandated new Third Person Software in order to meet the Participating Member County's budget cycle constraints.

7.2 Software Provider Certification. At Software Provider's expense and as part of its obligations under this M&S Agreement, Software Provider 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. Software Provider shall certify new releases of Third Person Software within a reasonable timeframe.

7.3 Costs. The Participating Member County is responsible for the costs associated with installing and maintaining Third Person Software versions that are identified on Software Provider's list of certified Third

Person Software.

7.4 Maintenance. The Participating Member County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the Participating Member County's expense.

7.5 Cooperation. At the request of the Participating Member County, Software Provider shall participate with the Participating Member County in discussions with Third Person Software providers on all software maintenance issues.

8. FEES

8.1 Annual Maintenance Fee. Subject to the other terms and conditions of this M&S Agreement, the Urban Counties shall pay Software Provider the then current annual maintenance and support fees set forth on Schedule 1 (the "Maintenance and Support Fees"), in accordance with the timetables set forth on Schedule 1, for all maintenance and support services to be provided by Software Provider to the Participating Member County. The invoicing and payment of maintenance and support fees between the Urban Counties and the Participating Member County shall be governed by the terms and conditions of their respective third party agreement, of which Software Provider is not a party. The Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date, after which time the fees may be adjusted to (a) the level of the then current standard Maintenance and Support Fees, and (b) thereafter, by not more than the cost of living increases according to the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics, per year. For purposes of this Section 8.1, the "then current standard Maintenance and Support Fees" shall be equal to the maintenance fees identified on the Price List adjusted annually as of October 1 of any given year, by not more than the increases referenced in Section 8.1(b). The parties acknowledge that the intent of this Section 8.1 is for each Participating Member County to receive maintenance at a fixed rate for the first three years of this Agreement, and thereafter, to receive maintenance based upon a uniform Urban Counties fee schedule applicable to all Participating Member Counties. The Maintenance and Support Fees shall be prorated based on a calendar year during the first and, if applicable, last year of this Agreement.

8.2 Invoice and Payment. Software Provider shall invoice the Urban Counties for all annual Maintenance and Support Fees quarterly in advance. Each Software Provider invoice shall be printed on Software Provider's standard printed bill form, and 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, the Urban Counties shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid by the Participating Member County when due shall bear interest until paid at the maximum rate provided by Texas law. In no event shall the Urban Counties be responsible for making payment on behalf of Participating Member Counties that have failed to remit annual Maintenance fee payments to the Urban Counties. The Urban Counties shall report which Participating Member Counties have remitted the quarterly Maintenance Fee payments and shall pay those amounts as set forth above.

8.3 Suspension of Services for Non-Payment. Software Provider may suspend its performance of maintenance and support services to the Participating Member County under this M&S Agreement during any period for which the Urban Counties does not pay any undisputed Maintenance and Support Fee for a period of time exceeding thirty (30) days or during any period for which the Participating Member County does not pay any undisputed fees for additional services as set forth in Section 5 for a period of time exceeding thirty (30) days. Software Provider 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.

9. TERM AND TERMINATION

9.1 Term. This M&S Agreement shall commence upon the completion of Operational Use (the "Services Commencement 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 Services Commencement Date, the term shall automatically extend for an additional year unless Participating Member County provides, at least thirty (30) days prior to the end of such initial term or subsequent anniversary, written notice that it does not wish to extend the term

or otherwise terminates the agreement as provided in this Section 8.

9.2 Termination by the Urban Counties and Participating Member County at the End of a Term. The Urban Counties and the Participating Member County may jointly terminate this M&S Agreement effective as of the end of the initial term or the end of any subsequent term by giving not less than thirty (30) days' notice of its intent to terminate. The Urban Counties and the Participating Member County may jointly, at their option, reinstate maintenance by providing notice to Software Provider and making payment of one hundred percent (100%) of each year's maintenance fees that would have been owed during the lapsed period plus the current maintenance fees for the then upcoming maintenance year.

9.3 Termination by the Participating Member County for Cause. The Participating Member County may terminate this M&S Agreement for "cause" in accordance with this Section 9.3. For purposes of this Section, "cause" means a continuous, repeated, or systemic failure to cure Service Level 1 and Service Level 2 Defects. In such event, the Participating Member County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the Participating Member County is invoking its right to terminate. Following such notice, Software Provider shall have ninety (90) to cure such problems. Following such ninety (90) day period, Software Provider and the Participating Member County representatives shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the Participating Member County may terminate this Agreement. In the event of a termination under this subsection, Software Provider shall return all monies paid to Software Provider by the Participating Member County for the remainder of the then current maintenance period.

9.4 Termination by Software Provider. If the Urban Counties shall fail to pay the Maintenance and Support Fees hereunder for any consecutive three (3) month period, Software Provider may terminate this M&S Agreement effective at any time on or after the end of such three (3) month period by giving written notice of termination to the Urban Counties and the Participating Member County at least ten (10) days in advance of the effective date of termination. Such termination by Software Provider shall not relieve the Urban Counties or the Participating Member County of its obligation to pay all Maintenance and Support Fees accruing prior to the effective date of termination.

10. LIMITATION OF LIABILITY

SOFTWARE PROVIDER'S LIABILITY TO THE COUNTY 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 2 OR OTHERWISE AS SET FORTH IN SECTION 9.3.

IN NO EVENT SHALL SOFTWARE PROVIDER BE LIABLE TO THE COUNTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE 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 OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SOFTWARE PROVIDER; (B) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (C) DAMAGES TO THE URBAN COUNTIES AND PARTICIPATING MEMBER COUNTIES OCCASIONED BY VIOLATION OF LAW BY SOFTWARE PROVIDER; AND (D) DAMAGES OCCASIONED BY THE BREACH OF CONFIDENTIALITY OBLIGATIONS OF SOFTWARE PROVIDER UNDER THIS AGREEMENT.

11. MISCELLANEOUS

11.1 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. This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective

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.

11.4 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 c. 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.

11.8 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.

11.10 Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the Participating Member County and may be terminated by the Participating Member County without penalty (but subject to the provisions of Section 9.2) either: (a) at the end of a Participating Member County's fiscal year, in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. Termination under this provision entitles Software Provider to no damages.

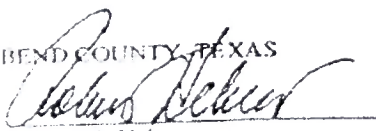
TYLER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Address: _____

TEXAS CONFERENCE OF URBAN COUNTIES

By: 
Name: Donald Lee
Title: Executive Director
Address: 500 W. 13th St
Austin, Texas 78701

FORT BEND COUNTY, TEXAS

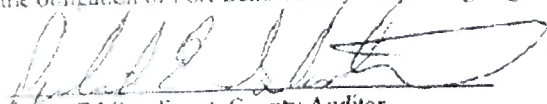
By: 
Name: Robert E. Hebert
Title: County Judge
Address: 301 Jackson Street
Richmond, Texas 77469

Attest:


Dianne Wilson, Ph.D., County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$180,000 to accomplish and pay the obligation of Fort Bend County in the foregoing matter.


Robert Ed Sturdivant, County Auditor

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

Schedule 1

MAINTENANCE AND SUPPORT FEES

Annual Fee:

Court Administration (All Case Types, including Prosecutor): \$140,000

Check Processing (Hot Checks) \$10,000

Payment Terms: As per TechShare Interlocal Agreement and Addendum; and Approved Implementation Plan.

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

EXHIBIT A

SERVICES REQUEST FORM

PROJECT REQUEST _____

This Service Request is issued pursuant to the Maintenance and Support Services Agreement dated as of _____ by and between the Participating Member County and Software Provider ("M&S Agreement"). Any term not otherwise defined herein shall have the meaning assigned to such term in the M&S Agreement. Upon completion by Software Provider of a corresponding Statement of Work, and execution by the parties, this Service Request and the corresponding Statement of Work documents shall become part of and be binding on the parties to the M&S Agreement.

Services to be performed / Objectives of the Project

Functional Requirements:

Interfaces:

Deliverables to be Provided:

Requested Schedule:

Cost: \$_____.

Participation Agreement

This Participation Agreement (this "Agreement") is made and entered into as of July 25, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, the Texas Conference of Urban Counties (the "Urban Counties"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701, and Fort Bend County, Texas (the "County"), with its principal place of business located at 301 Jackson Street, Richmond, Texas 77469.

Background

Whereas, the Urban Counties and Software Provider entered into that certain Master Software License and Professional Services Agreement, dated to be effective as of March 14, 2006 (the "Master Agreement"), pursuant to which, among other things, the Urban Counties acquired from Software Provider a license to sublicense Software Provider's Court Admin System to its Member Counties, subject to the terms and conditions of the Standard License Agreement.

Whereas, the County, as a Member County and pursuant to the terms of the Master Agreement, desires to become a Participating Member County and Party to the Master Agreement and, accordingly, acquire the development, implementation, installation, and training services from Software Provider with respect to the Court Admin System, on the terms and subject to the conditions of the Master 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, Software Provider, the Urban Counties, and the County agree as follows:

1. Defined Terms. All terms used in this Agreement, but not otherwise defined in this Agreement, shall have the meanings assigned to such terms in the Master Agreement.
2. County as a Party to the Master Agreement. By execution of this Agreement, each of the parties hereto agrees that the County shall immediately herewith become a Party to the Master Agreement as a "Participating Member County" and, as such, shall have all the rights and benefits of, and be subject to all obligations, restrictions, and limitations on, a "Participating Member County" as set forth in the Master Agreement. All references to a "Participating Member County" in the Master Agreement shall, as of the date hereof, be deemed to include the County.
3. Budget Proposal. By execution of this Agreement, each of the parties acknowledge receipt of the Budget Proposal and the County authorizes preparation of the Implementation Plan and agrees to reimburse Software Provider for the costs and expenses associated with the preparation of the Implementation Plan. The Budget Proposal shall be attached hereto as an exhibit and incorporated herein.
4. Implementation Plan. By issuing a Notice to Proceed, the County agrees to the costs for services to be provided by Software Provider to assist the County in the implementation

of the Judicial Software as provided in the Implementation Plan and the Master Agreement. Both the Notice to Proceed and the Implementation Plan shall be attached hereto as an exhibit and incorporated herein.

5. Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the County and may be terminated by the County without penalty either: (a) at the end of the County's fiscal year, in the event that funds are not appropriated for the following fiscal year; or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available; provided, however, that the County may not invoke this provision to the extent it directs funds previously encumbered for this Agreement to another project. Termination under this provision entitles Software Provider to no damages or recovery for any costs. Notwithstanding anything in the foregoing to the contrary, termination under this provision shall (i) cause all revocable licenses under Section 3.2 and 3.7 of the Master Agreement to be revoked subject to reinstatement as provided in Section 3.8, and (ii) not relieve the County of its obligations to pay Software Provider for all fees and expenses incurred up to the date of termination.

6. Incorporation by Reference. This Agreement is hereby incorporated by reference with and into the Master Agreement and is hereby deemed to be an amendment thereof.

7. 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.

8. 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.

9. 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.

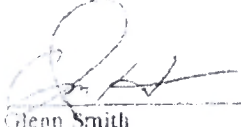
10. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

11. Governing Law; Choice of Forum. 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. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the district where the County is located, agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party to be effective as of the date first above written.

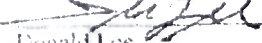
TYLER TECHNOLOGIES, INC.

FORT BEND COUNTY, TEXAS

By: 
Name: Glenn Smith
Title: President, Justice Solutions

By: 
Name: Robert E. Hebert
Title: County Judge

TEXAS CONFERENCE OF URBAN COUNTIES

By: 
Name: Donald Lee
Title: Executive Director

Attest: 
Dianne Wilson, Ph.D., County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$1836445⁰⁰ to accomplish and pay the obligation of Fort Bend County in the foregoing matter.


Robert Ed Sturdivant, County Auditor

Budget Proposal

tylerworks

Tyler Technologies, Inc.

Texas Conference of Urban Counties

6500 International Parkway, Ste. 2000

Plano, TX 75093

tel: 972.713.3770

fax: 972.713.3777

www.tylerinc.com

Participating Member County : Ft. Bend County

Budget Letter Date: 7/14/2006

Tyler Technologies Contact: Ron Davis
National Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Ron.Davis@TylerWorks.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration

CUC Enterprise Products: 20 Months

Additional Products: 4 Months

Total: 24 Months

Project Management dedication: 75%

Number of Standard Interfaces: 16

Data Conversion Approach: Approach 2 - Standard data conversion by Tyler analysts

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3.5 days/trip. 623 est. days onsite. 178 est. trips.

Overnight hotel required? Yes
Air travel required? Yes

Software Licenses

License Fee

CUC Enterprise License

Case Management
Probate & Mental Health
Civil & Family
Criminal
Justice of the Peace
Prosecutor

Yes
Yes
Yes
Yes
Yes
Yes

Included in CUC
Enterprise
License

Additional Products - County License

Jail Management
Law Enforcement/RMS
Community Supervision
Hot Checks

No
No
No
Yes

75,000

Total - Local County Licenses

75,000

Implementation Services

Hours Cost

Summary

Project Management	3,114	451,530
Implementation Plan	120	17,400
Fit Analysis	504	65,520
Data Conversion	1,748	227,240
Interfaces	2,400	312,000
Customization	1,040	135,200
Configuration & Consulting	1,219	158,470
Training	1,030	128,750
Go-Live Assistance	880	110,000
Other Services		

Services Totals

12,055 1,606,110

Travel Allowance Budget

155,335

Total Software License & Implementation Services

1,836,445

Services Detail

tyler works.

Ft. Bend County

	Rate	Hours	Cost		Rate	Hours	Cost
CUC Products				Additional Products			
Project Management	145	2,595	376,275	Project Management	145	519	75,255
Implementation Plan	145	120	17,400	Customization	130	-	-
Customization	130	1,040	135,200				
Courts							
Probate & Mental Health (CC)				Jail Management			
Fit Analysis	130	160	20,800	Fit Analysis	130	-	-
Data Conversion	130	200	26,000	Data Conversion	130	-	-
Interfaces	130	-	-	Interfaces	130	-	-
Configuration & Consulting	130	164	21,320	Configuration & Consulting	130	-	-
Training	125	120	15,000	Training	125	-	-
Go-Live Assistance	125	80	10,000	Go-Live Assistance	125	-	-
Civil & Family (CC & DC)				Law Enforcement / RMS			
Fit Analysis	130	80	10,400	Fit Analysis	130	-	-
Data Conversion	130	450	58,500	Data Conversion	130	-	-
Interfaces	130	-	-	Interfaces	130	-	-
Configuration & Consulting	130	275	35,750	Configuration & Consulting	130	-	-
Training	125	225	28,125	Training	125	-	-
Go-Live Assistance	125	160	20,000	Go-Live Assistance	125	-	-
Criminal (CC & DC)				Probation			
Fit Analysis	130	120	15,600	Fit Analysis	130	-	-
Data Conversion	130	460	59,800	Data Conversion	130	-	-
Interfaces	130	1,200	156,000	Interfaces	130	-	-
Configuration & Consulting	130	340	44,200	Configuration & Consulting	130	-	-
Training	125	300	37,500	Training	125	-	-
Go-Live Assistance	125	160	20,000	Go-Live Assistance	125	-	-
Justice of the Peace				Hot Checks			
Fit Analysis	130	80	10,400	Fit Analysis	130	24	3,120
Data Conversion	130	300	39,000	Data Conversion	130	173	22,490
Interfaces	130	300	39,000	Interfaces	130	150	19,500
Configuration & Consulting	130	190	24,700	Configuration & Consulting	130	120	15,600
Training	125	185	23,125	Training	125	80	10,000
Go-Live Assistance	125	320	40,000	Go-Live Assistance	125	80	10,000
Prosecutor				Other/Additional Services			
Fit Analysis	130	40	5,200				-
Data Conversion	130	165	21,450				-
Interfaces	130	750	97,500				-
Configuration & Consulting	130	130	16,900				-
Training	125	120	15,000				-
Go-Live Assistance	125	80	10,000				-
Total Services - CUC Products				Total Services - Additional Products			
		10,909	1,450,145			1,146	155,965

Assumptions Detail

tyler works.

Ft. Bend County

Project Management

- 1) Project manager will be dedicated to client project for 75% of 24 month project duration, or up to 3,114 hours.
- 2) The Tyler project manager will be on-site as needed during the course of the project, however some percentage of the Tyler project manager's time will be spent coordinating Tyler resources and projects at Tyler's Plano, Texas offices. For travel expense estimation purposes, Tyler has assumed 70% on-site project manager presence.
- 3) Client will designate a full-time project manager who will serve as Tyler's primary contact

Implementation Plan

- 1) In accordance with Sections 1.24 and 2.2 of the Master Software License and Professional Services Agreement, Tyler will prepare an Implementation Plan at the Participating Member County's expense, which will then be subject to a Notice to Proceed or Notice to Cancel by the Participating Member County.
- 2) 120 hours plus any required travel expenses is allocated for the development of the Implementation Plan.
- 3) Work on Implementation Plan will begin approximately 30 days after County executes Participation Agreement.
- 4) Project state date will be approximately 30 days following Notice to Proceed.

Fit Analysis

- 1) At the beginning of each project phase, a fit analysis will be conducted onsite to refine the list of development tasks required to install the case types or modules included in that phase.
- 2) The Probate fit analysis includes 40 hours for Probate, and an additional 120 hour for a general application fit analysis. The general application fit analysis will occur at the beginning of the project after the Implementation Plan and Notice to Proceed is issued.

Data Conversion

- 1) Tyler has consulted with the County's technical staff to select a conversion approach from one of three options, each of which are described below.
- 2) The conversion approach for this project is:

Approach 2 - Standard data conversion by Tyler analysts

APPROACH 1	APPROACH 3
A) Tyler will perform a standard conversion from the Participating Member County's existing TSG software. B) This proposal assumes that data will be converted "as-is" with limited or zero data manipulation or cleanup.	A) Tyler will deliver to the Participating Member County a copy of Tyler's IFL Conversion Tool, which will include a schema, data documentation, and various data validation and verification programs. B) Tyler will provide training on the use of the IFL Conversion Tool to Participating Member County's technical staff. C) Tyler assumes that County's technical staff is already proficient in the Microsoft SQL Server database. D) County technical staff will then export data from the source system into the IFL Conversion Tool, at County expense, with consulting assistance from Tyler. E) Tyler will assist the County in loading data from the IFL Conversion Tool into the Odyssey production database.
APPROACH 2	
A) The Participating Member County will provide Tyler with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Tyler. B) Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's existing IFL Conversion Tool. C) This proposal assumes that data will be converted "as-is" with limited or zero data manipulation or cleanup.	

- 3) Additional time has been added to import document images from the County Clerk's existing Imaging System. Hart will provide multipage TIFF files and indexing data for each document.

Interfaces

- 1) At the time of this proposal, Tyler has reviewed only limited or high-level information regarding the Participating Member County's requirements for interfaces to other systems.
- 2) This proposal assumes that the project will include up 16 typical interfaces.
- 3) On average, typical interfaces are estimated at 80-150 hours each. This proposal includes a total of 2,400 hours for the implementation of interfaces. The details of these interfaces will be documented in a System Requirements Specification.
- 4) The list of interfaces anticipated include the following:
 - I-1. Jail bookings (Jail to Courts, including TRN/TRS data)
 - I-2. Warrants (bi-directional between courts and Sheriff's Office)
 - I-3. Bonds (bi-directional between courts and Sheriff's Office)
 - I-4. County Clerk Financial (rollup reporting between Odyssey and Anthem)
 - I-5. Probation (Court to Probation)
 - I-6. Bonds from CMS to Probation
 - I-7. Hot Checks from Hot Check Division to Constable

Note: Although only 7 specific interfaces are listed, these interfaces are very high-level and may actually be multiple interfaces after they are analyzed. Additional time has been added to attempt to account for this uncertainty.

Customization

- 1) This proposal includes up to 1,040 hours of services for the development of any local software modifications.
- 2) At the time of this proposal, the specific local modifications, if any, desired by the Participating Member County are not known or are not fully documented by Tyler and the County. Each customization project must be individually estimated by Tyler, and approved by the Participating Member County, prior to the beginning of any work on that customization.

Configuration & Consulting

- 1) This proposal includes up to 1,219 hours of assistance by Tyler analysts and trainers to assist the Participating Member County with the configuration of the system which includes defining security privileges, setting up code tables, and defining system behavior and business rules.
- 2) Configuration & Consulting hours may also be used, upon joint agreement of Tyler and the Participating Member County, for Tyler business or technical analysis services desired by the County.

Training

- 1) This training proposal includes 1,030 hours for training of the Participating Member County's employees by Tyler training personnel.
- 2) The Participating Member County will provide a facility and equipment sufficient that training participants can each have hands-on access to a computer workstation during training.
- 3) Training classes will have no more than 10 training participants per instructor.
- 4) Additional training for non-employee users (e.g. criminal justice business partners who the County may wish to provide access) can be provided through a train-the-trainer approach with County employees conducting the training.

Go-Live Assistance

- 1) This proposal includes up to 880 hours of onsite assistance subsequent to go-live activities.

Servers, Workstations, and Third Party Software

- 1) The Participating Member County will provide servers, workstations, and peripheral equipment that conform to the specifications and requirements provided by Tyler to the CUC.
- 2) Server operating system, database licenses, and any other Third Party Software specified in the Master Software License and Professional Services Agreement will be provided by The Participating Member County.

Other Notes and Assumptions

Travel Allowance

- 1) Actual travel expenses will be billed based on the CUC's Administrative policy on travel.
- 2) For this project, the following travel requirements exist:
 - a) Overnight hotel lodging is required.
 - b) Airline travel to client site is required.
- 3) Travel is based on average estimated daily expenses as follows:

\$40 Meals/day	\$48 Auto mileage or rental car/day & parking
\$90 Lodging/day	\$250 Per roundtrip airline ticket.
- 4) Based on the percent travel assumptions reflected below, Tyler estimates approximately 623 days onsite during the course of the project.
- 5) For the purposes of calculating potential airline expenses, Tyler estimates that the average site visit duration will be 3.5 days per trip, for a total count of 178 trips.
- 6) Activities are estimated as follows for percent requiring travel to client site:

Travel Assumptions	Daily Est. Expenses:				
	%Onsite	# Days	Meals	Hotel	Auto
Project Management	70%	272	10,899	24,523	13,079
Implementation Plan	70%	11	420	945	504
Fit Analysis	70%	44	1,764	3,969	2,117
Data Conversion	0%	-	-	-	-
Interfaces	0%	-	-	-	-
Customization	5%	7	260	585	312
Configuration & Consulting	50%	76	3,048	6,857	3,657
Training	80%	103	4,120	9,270	4,944
Go-Live Assistance	100%	110	4,400	9,900	5,280
Other Services	0%	-	-	-	-
			24,911	56,049	29,893
			Subtotal		110,852
Airline trips:	178				
Average roundtrip ticket price:	\$250		Subtotal Airline		44,483
			Total Travel		155,335

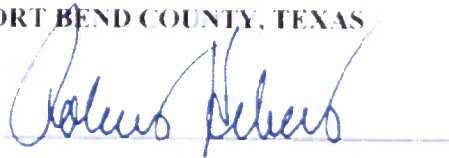
**Participating Member County
CHANGE ORDER – NOTICE TO PROCEED**

This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "CUC"), and Fort Bend County, Texas (the "County").

The County has reviewed the attached Updated Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed.

FORT BEND COUNTY, TEXAS

By:



Date: September 22, 2009

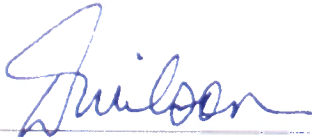
Name: Robert Hebert

Title: County Judge

Address: 301 Jackson Street

Richmond, Texas 77469

Attest:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$ 290,505⁰⁰ to accomplish and pay the obligation of Fort Bend County in the foregoing matter.



Robert Ed Sturdivant, County Auditor

Implementation Plan - Change Order

Texas Conference of Urban Counties

Participating Member County : Ft. Bend County

Budget Letter Date: 7/14/2006
 Last Updated: 2/22/2007
 Change Order: 9/14/2009

Tyler Technologies Contact: Kevin Watson
 Regional Project Manager
 Tyler Technologies
 6500 International Parkway, Suite 2000
 Plano, Texas 75093
 972/713-3770

Major Assumptions

Expected Project Duration
 CUC Enterprise Products: 24 Months 36 Months

Additional Products:
 Total: 4 Months 4 Months
 28 Months 40 Months

Customizations and Interfaces:
 There will be no new enhancements (no budget will remain)

Go-Live Timeline:
 The current timeline will not change (Check Mgr go-live = 12/2009, JP go-live = 03/2010, Criminal go-live = 07/2010)

Project Management dedication: 75%

Number of Standard Interfaces: 46 1

Data Conversion Approach: Approach 2 - Standard data conversion by Tyler analysts

Data Conversion Pushes:
 There will be no more than 3 pushes for Check Mgr, 5 pushes for JPs, and 3 pushes for the remaining Criminal conversion

Training Approach:
 Tyler to perform direct training to end-users. On-site training duration will not exceed: 3 days for Check Mgr, 3 weeks for JPs, 4 weeks for Criminal

*Includes rate increase for the hours above the original budget.

Software Licenses					License Fee	
CUC Enterprise License					Included in CUC Enterprise License	
Case Management	Yes					
Probate & Mental Health	Yes					
Civil & Family	Yes					
Criminal	Yes					
Justice of the Peace	Yes					
Prosecutor	Yes				75,000	
Additional Products - County License						
Jail Management	No					
Law Enforcement/RMS	No					
Community Supervision	No					
Hot Checks	Yes					
Total - Local County Licenses					75,000	
Implementation Services					Change	
Summary	Imp Plan Hours	Updated Total Hours	Order Hours	Imp Plan Cost	Updated Total Cost	Change Order Cost
Project Management*	3,273	5228	1,955	474,585	787,385	312,800
Implementation Plan	120	120	-	17,400	17,400	-
Fit Analysis	504	454	(50)	65,520	59,020	(6,500)
Data Conversion*	1,738	4781	3,043	225,940	628,940	403,000
Interfaces	2,400	255	(2,145)	312,000	33,118	(278,883)
Customization	1,040	664	(376)	135,200	86,353	(48,848)
Configuration & Consulting	1,119	1037	(82)	145,470	134,810	(10,660)
Training	960	528	(432)	120,000	65,688	(54,313)
Go-Live Assistance	880	726	(155)	110,000	90,688	(19,313)
Other Services	-	0	-	-	-	-
Services Totals	12,034	13,790	1,756	1,506,115	1,903,480	397,365
Travel Allowance Budget					76,191	
Credit - 40 Hours Project Management						
Total Change Order					(40)	(6,400)
					1,716	290,965

Services Detail - Change Order

tyler works.

Ft. Bend County					
	Rate	Imp Plan Hours	Imp Plan Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	3,273	474,585	3273.0	474,585
Project Management - Additional Hours	160			1955.0	312,800
Implementation Plan	145	120	17,400	120.0	17,400
Customization	130	1,040	135,200	664.3	86,353
Courts					
Probate & Mental Health (CC)		In Scope			
Fit Analysis	130	160	20,800		-
Data Conversion	130	200	26,000		-
Interfaces	130	-	-		-
Configuration & Consulting	130	164	21,320		-
Training	125	120	15,000		-
Go-Live Assistance	125	80	10,000		-
Civil & Family (CC & DC)		In Scope			
Fit Analysis	130	80	10,400		-
Data Conversion	130	450	58,500		-
Interfaces	130	-	-		-
Configuration & Consulting	130	225	29,250		-
Training	125	160	20,000		-
Go-Live Assistance	125	160	20,000		-
Criminal (CC & DC)		In Scope			
Fit Analysis	130	120	15,600		-
Data Conversion	130	550	71,500		-
Interfaces	130	1,200	156,000		-
Configuration & Consulting	130	290	37,700		-
Training	125	240	30,000		-
Go-Live Assistance	125	160	20,000		-
Justice of the Peace		In Scope			
Fit Analysis	130	80	10,400		-
Data Conversion	130	200	26,000		-
Interfaces	130	300	39,000		-
Configuration & Consulting	130	190	24,700		-
Training	125	240	30,000		-
Go-Live Assistance	125	320	40,000		-
Prosecutor		In Scope			
Fit Analysis	130	40	5,200		-
Data Conversion	130	165	21,450		-
Interfaces	130	750	97,500		-
Configuration & Consulting	130	130	16,900		-
Training	125	120	15,000		-
Go-Live Assistance	125	80	10,000		-
Hot Checks (Purchased Optional Module)		In Scope			
Fit Analysis	130	24	3,120		-
Data Conversion	130	173	22,490		-
Interfaces	130	150	19,500		-
Configuration & Consulting	130	120	15,600		-
Training	125	80	10,000		-
Go-Live Assistance	125	80	10,000		-
Courts - Total - All Phases		In Scope			
Fit Analysis	130	504	65,520	454.0	59,020
Data Conversion*	130	1,738	225,940	4391.0	570,830
Data Conversion - Additional Hours	149			390.0	58,110
Interfaces	130	2,400	312,000	254.8	33,118
Configuration & Consulting	130	1,119	145,470	1037.0	134,810
Training	125	960	120,000	525.5	65,688
Go-Live Assistance	125	880	110,000	725.5	90,688
Total Services		12,034	1,606,115	13790.0	1,903,400

*Uses surplus hours from other line items to avoid some of the rate increase. The remaining 390 hours is applied at the higher rate.

Assumptions Detail - Change Order

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Ft. Bend County

Project Management

- 1) Project manager will be dedicated to client project for 75% of 28 40 month project duration, or up to 3,273 5,228 hours.
- 2) The Tyler project manager will be on-site as needed during the course of the project, however some percentage of the Tyler project manager's time will be spent coordinating Tyler resources and projects at Tyler's Plano, Texas offices. For travel expense estimation purposes, Tyler has assumed 70% 25% on-site project manager presence.
- 3) Client will designate a full-time project manager who will serve as Tyler's primary contact
- 4) *Note from Implementation Plan Phase: After reviewing several factors including risks of project phase overlap and the Odyssey release schedule, the overall project schedule is estimated to increase by 4 months.*
- 5) *Change Order Note (Sep-2009): At this point in the project, the overall project schedule is estimated to increase to 40 months.*

Implementation Plan

- 1) In accordance with Sections 1.24 and 2.2 of the Master Software License and Professional Services Agreement, Tyler will prepare an Implementation Plan at the Participating Member County's expense, which will then be subject to a Notice to Proceed or Notice to Cancel by the Participating Member County.
- 2) 120 hours plus any required travel expenses is allocated for the development of the Implementation Plan.
- 3) Work on Implementation Plan will begin approximately 30 days after County executes Participation Agreement.
- 4) Project state date will be approximately 30 days following Notice to Proceed.
- 5) *Note from Implementation Plan Phase: No change--Tyler will not exceed the Implementation Plan budget.*

Fit Analysis

- 1) At the beginning of each project phase, a fit analysis will be conducted onsite to refine the list of development tasks required to install the case types or modules included in that phase.
- 2) The Probate fit analysis includes 40 hours for Probate, and an additional 120 hours for a general application fit analysis. The general application fit analysis will occur at the beginning of the project after the Implementation Plan and Notice to Proceed is issued.
- 3) *Note from Implementation Plan Phase: No change needed.*

Data Conversion

- 1) Tyler has consulted with the County's technical staff to select a conversion approach from one of three options, each of which are described below.
- 2) The conversion approach for this project is:

Approach 2 - Standard data conversion by Tyler analysts

APPROACH 1	APPROACH 3
A) Tyler will perform a standard conversion from the Participating Member County's existing TSG software. B) This proposal assumes that data will be converted "as-is" with limited or zero data manipulation or cleanup.	A) Tyler will deliver to the Participating Member County a copy of Tyler's IFL Conversion Tool, which will include a schema, data documentation, and various data validation and verification programs. B) Tyler will provide training on the use of the IFL Conversion Tool to Participating Member County's technical staff. C) Tyler assumes that County's technical staff is already proficient in the Microsoft SQL Server database D) County technical staff will then export data from the source system into the IFL Conversion Tool, at County expense, with consulting assistance from Tyler. E) Tyler will assist the County in loading data from
APPROACH 2	
A) The Participating Member County will provide Tyler with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Tyler. B) Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's	

existing IFL Conversion Tool.
C) This proposal assumes that data will be converted
"as-is" with limited or zero data manipulation or cleanup.

the IFL Conversion Tool into the Odyssey production
database.

- 3) Additional time has been added to import document images from the County Clerk's existing Imaging System. Hart will provide multipage TIFF files and indexing data for each document.
- 4) **Note from Implementation Plan Phase:** The data conversion budget has been adjusted upward for the Criminal Phase (Phase III) due to a larger-than-expected number of systems included in the conversion. It has been adjusted downward in the JP Phase (Phase IV) for the same reason. The net change is a reduction of 10 hours for Data Conversion activities.
- 5) **Change Order Note (Sep-2009):** The data conversion estimate has been increased. The updated estimates can be found in the financials section.

Interfaces

- 1) At the time of this proposal, Tyler has reviewed only limited or high-level information regarding the Participating Member County's requirements for interfaces to other systems.
- 2) This proposal assumes that the project will include up 16 typical interfaces.
- 3) On average, typical interfaces are estimated at 80-150 hours each. This proposal includes a total of 2,400 255 hours for the implementation of interfaces. The details of these interfaces will be documented in a System Requirements Specification.
- 4) The list of interfaces anticipated include the following:
 - I-1. Jail bookings (Jail to Courts, including TRN/TRS data)
 - I-2. Warrants (bi-directional between courts and Sheriff's Office)
 - I-3. Bonds (bi-directional between courts and Sheriff's Office)
 - I-4. County Clerk Financial (rollup reporting between Odyssey and Anthem)
 - I-5. Probation (Court to Probation)
 - I-6. Bonds from CMS to Probation
 - I-7. Hot Checks from Hot Check Division to ConstableNote: Although only 7 specific interfaces are listed, these interfaces are very high-level and may actually be multiple interfaces after they are analyzed. Additional time has been added to attempt to account for this uncertainty.
- 5) **Note from Implementation Plan Phase:** No change needed. The number of interfaces identified is within the range used in the original estimate.
- 6) **Change Order Note (Sep-2009):** The interfaces estimate has been decreased. The updated estimate can be found in the financials section. Note that a Jail interface is no longer included in this estimate and that there are no hours remaining for any other new interfaces.

Customization

- 1) This proposal includes up to 1,040 664 hours of services for the development of any local software modifications.
- 2) At the time of this proposal, the specific local modifications, if any, desired by the Participating Member County are not known or are not fully documented by Tyler and the County. Each customization project must be individually estimated by Tyler, and approved by the Participating Member County, prior to the beginning of any work on that customization.
- 3) **Note from Implementation Plan Phase:** No change needed.
- 4) **Change Order Note (Sep-2009):** The interfaces estimate has been decreased. The updated estimate can be found in the financials section. Note that there are no hours remaining for any new enhancements.

Configuration & Consulting

- 1) This proposal includes up to 1,119 1,037 hours of assistance by Tyler analysts and trainers to assist the Participating Member County with the configuration of the system which includes defining security privileges, setting up code tables, and defining system behavior and business rules.
- 2) Configuration & Consulting hours may also be used, upon joint agreement of Tyler and the Participating Member County, for Tyler business or technical analysis services desired by the County.
- 3) **Note from Implementation Plan Phase:** Minor adjustments were made. Overall change is a reduction of 100 hours.

- 4) Change Order Note (Sep-2009): The configuration and consulting estimate has been decreased slightly. The updated estimate can be found in the financials section.

Training

- 1) This training proposal includes 960 526 hours for training of the Participating Member County's employees by Tyler training personnel.
- 2) The Participating Member County will provide a facility and equipment sufficient that training participants can each have hands-on access to a computer workstation during training.
- 3) Training classes will have no more than 10 training participants per instructor.
- 4) Additional training for non-employee users (e.g. criminal justice business partners who the County may wish to provide access) can be provided through a train-the-trainer approach with County employees conducting the training.
- 5) Note from Implementation Plan Phase: The training budget has been adjusted downward for Phase II (Civil & Family) and Phase III (Criminal). It has been adjusted upward for Phase IV (JPs). All of these adjustments are minor, and the net change is a reduction of 70 hours. This adjustment assumes that some read-only access users will be able to work with Odyssey Public Access vs. the standard Odyssey UI.
- 6) Change Order Note (Sep-2009): The training estimate has been decreased. The updated estimate can be found in the financials section.

Go-Live Assistance

- 1) This proposal includes up to 880 726 hours of onsite assistance subsequent to go-live activities.
- 2) Note from Implementation Plan Phase: No change needed.
- 3) Change Order Note (Sep-2009): The go-live assistance estimate has been decreased slightly. The updated estimate can be found in the financials section.

Servers, Workstations, and Third Party Software

- 1) The Participating Member County will provide servers, workstations, and peripheral equipment that conform to the specifications and requirements provided by Tyler to the CUC.
- 2) Server operating system, database licenses, and any other Third Party Software specified in the Master Software License and Professional Services Agreement will be provided by The Participating Member County.

Other Notes and Assumptions

Travel Allowance

- 1) Actual travel expenses will be billed based on the CUC's Administrative policy on travel.
- 2) For this project, the following travel requirements exist:
 - a) Overnight hotel lodging is required.
 - b) Airline travel to client site is required.
- 3) Travel is based on average estimated daily expenses as follows:

\$40 Meals/day	\$48 Auto mileage or rental car/day & parking
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- 4) Based on the percent travel assumptions reflected below, Tyler estimates approximately 623 days onsite during the course of the project.
- 5) For the purposes of calculating potential airline expenses, Tyler estimates that the average site visit duration will be 3.5 days per trip, for a total count of 178 trips.
- 6) Activities are estimated as follows for percent requiring travel to client site:
- 7) Note from Implementation Plan Phase: Though the esimated project schedule has been lengthened by 4 months, the travel budget will not be adjusted upward at this time. Instead, expenses will be watched in an attempt to stay within the original budget.
- 8) Change Order Note (Sep-2009): At this point in the project, the overall estimate for travel is reduced to \$76,191. This is based on actual travel expenses incurred for the first two phases (now live).

Daily Est. Expenses: \$40 \$90 \$48

Travel Assumptions	%Onsite	# Days	Meals	Hotel	Auto
Project Management	70%	272	10,899	24,523	13,079
Implementation Plan	70%	11	420	945	504
Fit Analysis	70%	44	1,764	3,969	2,117
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Go-Live Assistance	100%	110	4,400	9,900	5,280
Other Services	0%	-	-	-	-
			24,911	56,049	29,893
			Subtotal		110,852
Airline trips:	178				
Average roundtrip ticket price:	\$250		Subtotal Airline		44,483
			Total Travel		155,335