

Business Continuity Agreement

This Business Continuity agreement ("Agreement") is made as of the ____ day of _____ 2016 by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler") and Fort Bend County ("Client").

WHEREAS, Client desires to enroll in Tyler's Business Continuity Service for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Business Continuity Agreement.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is not a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler, e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Operating System/Database Administration ("OSDBA") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Business Continuity Agreement.

Critical Processes. Mutually defined in the Disaster Recovery Plan.

Critical Users. Mutually defined in the Disaster Recovery Plan.

Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful transfer of data, RPO would be no more than two (2) hours.

Recovery Time Objective ("RTO"). Four (4) business hours after receipt of a Disaster declaration, for Critical Users using Critical Processes.

Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

Business Days. Monday through Friday, excluding Holidays. Business Hours. 8 AM – 6 PM (EST) on Business Days.

Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

2. Term. The initial term shall commence on receipt by Tyler of Client's data and shall terminate two (2) years thereafter ("Initial Term"). This Agreement shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. In the event the Support Agreement is terminated, this Agreement shall also terminate.
3. Business Continuity Services. Tyler shall provide the Business Continuity services ("BC Services") as described in this Agreement, including any Exhibits and associated appendices. All BC Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's OSDBA service (ERP, Munis, TCM, Odyssey) or Technical Services Support (Incode, Eden, TCM, Odyssey). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. In the event Client purchases additional Tyler Software Products not currently utilized by Client, Tyler shall provide a quote for any increase in cost to provide BC Services on the additional Tyler Software Products.
4. Client Requirements. In order for Tyler to provide BC Services pursuant this Agreement, Client shall maintain hardware, software, and any other requirements capable of operating Tyler Software Products currently utilized by Client. Requirements necessary for the provision of BC Services include, but are not limited to the following:

- a) Provide high-speed internet access, including upload bandwidth sufficient for complete data transfers to comply with applicable RPO
 - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
 - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide BC Services;
 - d) Permit installation of software and hardware required to provision BC Services in accord with this Agreement as reasonably determined by Tyler;
 - (1) In the event Tyler modifies the minimum requirements necessary to provide the BC Services currently utilized by Client, Tyler will use best efforts to notify Client of the necessary changes at two (2) weeks prior to the scheduled implementation of changes to the minimum requirements by Tyler. Tyler will not proceed with any installation or modification without Client's prior written consent.
 - (2) In the event Client elects not to implement the minimum requirements necessary for BC Services, Client may continue to operate under the current BC Service, if acceptable to Tyler; or, if Tyler declines to allow Client to continue to operate under the current BC Service, then Client may terminate this Agreement without penalty and Tyler shall refund to Client the unused fees for BC Services paid by Client, calculated on a pro-rata basis, starting from the termination date beginning on the first day of the month after the date Client terminates BC Services through the end of the currently-paid term.
 - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver BC Services.
5. Disaster must be reported by calling Tyler at (800) 966-6999 during regular support hours or (800) 965-0383 outside of normal support hours and clearly stating that CLIENT IS DECLARING A DISASTER.
 6. Disaster Recovery. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
 7. Data. Data Transfer shall be handled in accord with Exhibit 1 to this Agreement.
 8. Release Life Cycle. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
 9. Payment & Price. Upon the effective date of this agreement, and in consideration of the BC Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee of \$48,000, and on the first anniversary of the effective date for this Agreement, Client shall pay to Tyler the year two (2) fee of \$75,000. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this Agreement are due within thirty (30) days from receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Client under this Agreement, Client shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Client. Client will not be entitled to a refund or offset of previously paid fees.
 10. Exclusions.
 - a) Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
 - b) Tyler's Business Continuity Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
 - c) The fee paid for Business Continuity service does not include, and Client is responsible for the costs associated with:
 - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
 - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. License Terms. Client's use of the Tyler Software Products included in the Business Continuity Service remains subject to limitations on Client's use in the agreement by which Client licenses such Tyler Software Products from Tyler, including disclaimer of implied warranties.
12. Notices. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
- Actually received,
 - Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - Upon receipt by sender of proof of email delivery, or
 - If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: DR Manager

To Client: Fort Bend County
Attn: Robert Hebert, County Judge
401 Jackson St.
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: Ray Webb
301 Jackson St.
Richmond, TX 77469

13. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

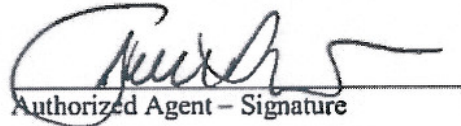
Signatures Follow On Next Page

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk


Authorized Agent - Signature

JEFF PUCKETT
Authorized Agent- Printed Name

PRESIDENT, TYLER C&J
Title

4/11/16
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

In addition to those services described elsewhere in this Business Continuity Agreement, BC Services are described in the following sections.

1 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this Business Continuity Agreement, the BC Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Provide template for documentation of the Disaster Recovery strategy for critical processes to be completed by client.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive BC services pursuant the Disaster Recovery Plan.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for BC Services.
- Identify critical processes for BC services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster Recovery Period operations (mandatory for Odyssey CM clients, optional for all others).

2 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide BC Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days ("Disaster Recovery Period"). In the event Client reasonably anticipates or desires to use Tyler's data center in excess of the Disaster Recovery Period, Client shall notify Tyler of Client's desire to use Tyler's data center at least ten (10) business days prior to the expiration of the Disaster Recovery Period. Continued use of Tyler's data center in excess of the Disaster Recovery Period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During Disaster Recovery Period.
 - i. Hosting Services during a Disaster Recovery Period will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Business Continuity fee paid for the then-current term.

- ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this Business Continuity Agreement.
- iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance during a Disaster Recovery Period includes, as necessary:
 - i. Print Output:
 - a. Payroll Checks
 - b. Retirement Checks
 - c. Accounts Payable Checks.
 - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
 - iii. Transfer of Automated Clearing House ("ACH") files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving BC Services during a Disaster receive priority access to Tyler application support.

3 Annual Business Continuity Test

The parties may review and test the Business Continuity service.

- Scheduled by parties at least thirty (30) days in advance
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful

4 Estimated Schedule

The services provided pursuant this Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

5 Tyler's Other Responsibilities

Project management services are provided as part of the Business Continuity service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Agreement or any Disaster Recovery Plan entered into hereunder. Tyler's project manager will perform the following tasks:

- Review a Disaster Recovery Plan with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

6 Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Disaster Recovery Plan, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Disaster Recovery Plan. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.

- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within ten (10) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

7 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum

The maximum number of named Client users available to use BC Services is 150.

Covered Applications

All Odyssey Product Centers

Product Specific Conditions

None.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Tyler Technologies, Inc.
 Plano, TX United States

Certificate Number:
 2016-62930

Date Filed:
 05/27/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Lawson Vendor Number 14006
 Business Continuity Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pope, Daniel	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King, J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

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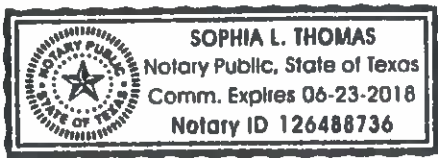
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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mitchell Spence, this the 27th day of May, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

 Signature of officer administering oath

Sophia L. Thomas

 Printed name of officer administering oath

Notary

 Title of officer administering oath