

Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement

This Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Fort Bend County (the "Client").

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

WHEREAS, Client and Tyler desire to amend the terms of Client's current software maintenance and support agreement (the "Existing M&S Agreement") for the purpose of providing additional maintenance and support services.

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

- A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in and subject to the terms and conditions of this Agreement; and
- B. Tyler and Client agree to amend Client's Existing M&S Agreement by (i) adding the Software Products set forth in the table below; and (ii) increasing the Client's current annual maintenance and support fee by the amount ("Annual M&S Increase) and on the date ("Maint. Effective Date") as set forth in the table below, all on the terms and subject to the conditions of Client's Existing M&S Agreement; and licensed to the client on the same terms and conditions referred to in the participation agreement (Master Agreement)
- C. This Agreement consists of this cover and signature page.

| | | | |
|---|-------|-------------------|-----------------------|
| SOFTWARE PRODUCTS | | LICENSE FEE | ANNUAL M&S INCREASE |
| Optional Module - Record on appeal Creator | | \$17,000 | \$3,060 |
| CUC Waiver - valid until 8/31/09 | | (\$17,000) | |
| LICENSE FEE PAYMENT TERMS | | TOTAL LICENSE FEE | ANNUAL M&S INCREASE |
| Net 30 in full upon contract execution. | | \$0 | \$3,060 |
| PROFESSIONAL SERVICES | HOURS | RATE/HR. | MAINT. EFFECTIVE DATE |
| Installation and Training - Client will use existing project hours for this activity. | | | 9/30/2009 |
| TOTAL T&M SERVICES | | | TOTAL LIC & SERVICES |

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below.

Robert Hebert
 CLIENT FORT BEND COUNTY
 Authorized Signature
 Robert Hebert
 Name (Print)
 County Judge
 Title
 August 11, 2009
 Date

TYLER TECHNOLOGIES, INC.
Kevin T. Watson
 Authorized Signature
 Kevin T. Watson
 Name (Print)
 Regional Project Manager
 Title
 7-28-09
 Date

8-13-09 copy received

**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, 2008.
- 2) The following underlined terms are added to the "PURPOSE" Section of the Addendum:

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

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the Court Administration Master License Agreement and Professional Services Agreement ("Master License Agreement") executed between Tyler Technologies and the Urban Counties on February 28, 2006, the County shall be granted a sublicense from the Urban Counties to acquire and implement the Court Administration System.

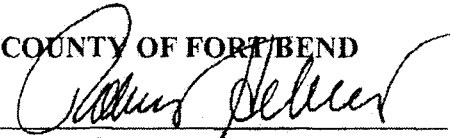
The County recognizes that there are substantial benefits to be achieved through participation in the Urban Counties Techshare Program. The Parties agree that if the County does not participate in the Techshare Program, the estimated total cost of obtaining the goods and/or services specified in this Addendum could be \$810,225. The Parties have determined that participation in the Techshare Program will enable the County to obtain the goods and/or services specified in this Addendum at a projected cost of \$492,000, therefore resulting in a total savings to the County of \$318,225.

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


- 3) Attachment A of the Addendum is amended by replacing the projected budget for Fiscal Year 2008 with the attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2008."
- 4) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 25 day of March, 2008.

COUNTY OF FORT BEND


By: County Judge
Robert Hebert

ATTEST:


Dianne Wilson, County Clerk

Approved as to form:

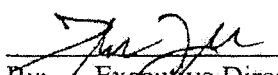
Name: 


Title: County Attorney

Date: 3/25/08

AUDITOR'S CERTIFICATE: I hereby certify that funds are available from current revenues legally available in the amount of \$492,000.00 to accomplish and pay the obligation of Fort Bend County under this Amendment.

TEXAS CONFERENCE OF URBAN COUNTIES


By: Executive Director


Ed Sturdivant
Fort Bend County Auditor

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2008:

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 08.

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 2008 | Amount | Estimated Payment Date |
|---|-------------------|---------------------------------------|
| Court and District Attorney Software | | |
| Court Administration Sub-License | \$ 306,250 | June 2008 |
| Optional Modules License | | |
| Annual Maintenance | | |
| Court Administration | \$ 91,000 | Feb 2008 |
| Texas County Enterprise System Mods | | |
| Fort Bend County Cost | \$ 48,400 | Feb 2008 |
| CUC Oversight | | |
| Quality Assurance | \$ 24,000 | Feb 2008 |
| Contract Administration | \$ 22,350 | Feb 2008 |
| Fiscal Year 2008 | \$ 492,000 | |



**TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS)
COURT ADMINISTRATION SYSTEM
October 1, 2006-September 30, 2007**

**I.
PURPOSE**

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

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the Court Administration Master License Agreement and Professional Services Agreement (“**Master License Agreement**”) executed between Tyler Technologies and the Urban Counties on March 14, 2006, the County shall be granted a sublicense from the Urban Counties to acquire and implement the Court Administration System.

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

**II.
TERM AND TERMINATION**

This Addendum shall be in effect from the date it is approved by the County’s commissioners court to September 30, 2007.

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

The Parties acknowledge and agree that in the event the County terminates this Addendum, the County shall not be entitled to reimbursement of Court Administration System sublicense fees and Enterprise Modification Fees previously paid by the County and shall not be eligible to participate on the Resource Oversight Board. Upon termination, if the County has paid in full the County’s Court Administration System sublicense fee, the County shall have the right to continue to use the current version of the software in use on the date of termination. However, the County shall have no right to subsequent software updates and maintenance services. Upon termination, if the County has not paid in full the County’s Court Administration System sublicense fee, the County shall not be entitled to use the Court Administration System.

III.

RESOURCE SHARING ADDENDUM ATTACHMENTS

The following Attachments set forth the terms and conditions whereby participating counties may acquire a sublicense from the Urban Counties for the Court Administration System. By approval and execution of this Addendum, Attachment B (License Participation Agreement) Attachment C (Maintenance and Programming Services Agreement) and Attachment D (Three-Party Master Escrow Service Agreement, the County shall be granted a sublicense for the Court Administration System including implementation, installation, training, maintenance services and, Enterprise and Local Modifications.

The ILA, Addendum and the following Attachments constitute the entire agreement between the Parties and the entire agreement between the Urban Counties and Tyler Technologies.

A. Financial Plan

Attachment A is the Financial Plan that sets forth the costs to the County associated with sharing the CIJS Court Administration System for the seven (7) months ending September 30, 2006. The County, by approval and execution of this Addendum, shall be responsible for the payment of these costs to the Urban Counties pursuant to Section V of this Addendum. As additional counties join, the County's Financial Plan for the seven (7) months ending September 30, 2006 may be adjusted to reflect decreases in costs without further action of the County.

B. License Participation Agreement

Attachment B is the License Participation Agreement through which the County shall become a party to the Master License Agreement that has been executed by and between Tyler Technologies and the Urban Counties on behalf of counties participating in CIJS Phase IV and as such shall have all the rights and benefits of, and be subject to all obligations as set forth in the Master License Agreement.

The Parties acknowledge and agree that any and all rights to share the Court Administration System provided in this Addendum and the Master License Agreement shall not be effective until and unless the County executes the License Participation Agreement.

C. Maintenance and Support Services Agreement

Attachment C is the Maintenance and Support Services Agreement. The County shall have no financial obligation for maintenance and support services costs until such time as the County has completed implementation of one or more of the Court Administration System elements.

The Parties acknowledge and agree that any and all rights to share the Court Administration System provided in this Addendum and the Master License Agreement shall not be effective until and unless the County executes the Maintenance and Support Services Agreement.

D. Three-Party Master Escrow Service Agreement

Attachment D is the Three-Party Master Escrow Service Agreement (“Escrow Agreement”) through which Tyler Technologies shall deposit in escrow the software source code for the Court Administration System with Iron Mountain Intellectual Property Management Inc., (“Iron Mountain”) and Iron Mountain shall hold and protect the software source code for the benefit of the County. The County shall execute the Escrow Agreement as a beneficiary and be entitled to receive the software source code for the Court Administration System in the event that Tyler Technologies ceases to provide maintenance and support services for the Court Administration System, the County terminates the Master License Agreement for cause and the termination is undisputed by Tyler Technologies, Tyler Technologies files bankruptcy, or Tyler Technologies ceases to operate in its ordinary course of business.

The Parties acknowledge and agree that any and all rights to share the Court Administration System provided in this Addendum and the Master License Agreement shall not be effective until and unless the County executes the Three-Party Master Escrow Service Agreement.

E. Court Administration Master License Agreement and Professional Services Agreement

Attachment E is the Master License Agreement, executed between the Urban Counties and Tyler Technologies on February 28, 2006, which sets forth the terms and conditions whereby the Urban Counties shall acquire a license and support services for the Court Administration System. Pursuant to the agreement, and the Urban Counties shall sublicense the Court Administration System to Participating Member Counties.

IV.

REIMBURSEMENT OF SHARED COSTS

The County shall be eligible for reimbursement of a portion of the County’s Court Administration System sublicense fee from the Urban Counties after the License Fee specified in the Master License and Support Services Agreement has been paid in full to Tyler Technologies by the Urban Counties. A portion of the Court Administration System sublicense fees collected by the Urban Counties from additional counties in excess of the License Fee paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County’s share of the total amount of Court Administration System sublicense fees paid by all the participating counties.

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

V.
PAYMENT OF SHARED COSTS

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

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

In the event this Addendum and the License Participation Agreement are terminated for failure to timely pay resource costs, the County shall retain the right to use the current version of the software in use at the time of termination if the County's sublicense fees are paid in full. However, the County shall no longer be entitled to representation on the Oversight Board, maintenance and support, and reimbursement of shared costs.

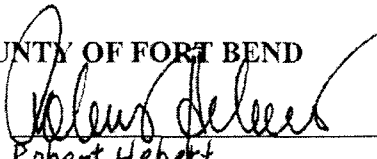
VI.
CIJS PHASE IV RESOURCE OVERSIGHT BOARD

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

VII
AMENDMENT

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

COUNTY OF FORT BEND

By: 

Robert Hebert

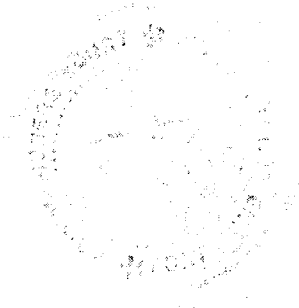
Title: County Judge

Date: 1-23-07

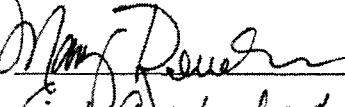
Attest:



Dianne Wilson, County Clerk



APPROVED AS TO FORM:

By: 

Title: First Assistant County Attorney

Date: 1-16-07

TEXAS CONFERENCE OF URBAN COUNTIES (as contract administrator)

By: 

Title: Executive Director

Date: 2/5/07

Attachment A – Financial Plan – Fiscal Year 2007

| | Urban Counties Payments Fiscal Year 2007 | Amount | Estimated Payment Date |
|---|---|-------------------|---------------------------------------|
| Common Integrated Justice Software | | | |
| | Court Administration Sub-License | \$ 588,750 | Jan 2007* |
| | Annual Maintenance | | |
| | Court Administration | \$ 70,000 | Aug 2007** |
| | Check Processing | | |
| Texas County Enterprise System Mods | | | |
| | Fort Bend County Cost | \$ 48,400 | Mar. 2007 |
| CUC Oversight | | | |
| | Quality Assurance | \$ 28,800 | Jan. 2007 |
| | Contract Administration | \$ 10,500 | Aug 2007** |
| Fiscal Year 2007 | | \$ 726,450 | |
| *Upon issuance of "Notice to Proceed" and approval of the County implementation plan | | | |
| **Upon completion of County Courts implementation. | | | |
| Payments to Tyler Technologies for Implementation Services will be made in accordance with the Participation Agreement and its attached Project Budget. | | | |

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 thereto.

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.

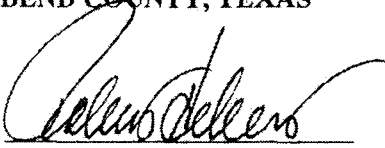
11. Governing Law; Choice of Forum. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the 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

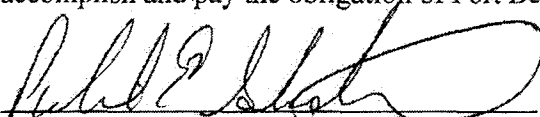
By: 
Name: Donald Lee
Title: Executive Director

Attest:


Dianne Wilson, Ph.D., County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$1,836,445⁰⁰ to accomplish and pay the obligation of Fort Bend County in the foregoing matter.



Robert Ed Sturdivant, County Auditor

Budget Proposal

tyler works.

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.tyler-tq.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 | | Included In CUC Enterprise License | License Fee |
|---|-----|------------------------------------|---------------|
| Case Management | Yes | | |
| Probate & Mental Health | Yes | | |
| Civil & Family | Yes | | |
| Criminal | Yes | | |
| Justice of the Peace | Yes | | |
| Prosecutor | Yes | | |
| Additional Products - County License | | | |
| Jail Management | No | | - |
| Law Enforcement/RMS | No | | - |
| Community Supervision | No | | - |
| Hot Checks | Yes | | 75,000 |
| Total - Local County Licenses | | | <u>75,000</u> |

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.

| Fl. 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 | | | | Jail Management | | | |
| Probate & Mental Health (CC) | | | | Not In Scope | | | |
| 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 | | | |
| In Scope | | | | Not In Scope | | | |
| 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 | | | |
| In Scope | | | | Not In Scope | | | |
| 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 | | | |
| In Scope | | | | In Scope | | | |
| 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 | | | |
| 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 | | | | |
| Total Services - CUC Products | | 10,909 | 1,450,145 | Total Services - Additional Products | | 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 start 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

| | |
|--|---|
| <p style="text-align: center;">APPROACH 1</p> <p>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.</p> | <p style="text-align: center;">APPROACH 3</p> <p>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.</p> |
| <p style="text-align: center;">APPROACH 2</p> <p>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.</p> | |

- 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 to 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 \$40 | Hotel \$90 | Auto \$48 |
| 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 |

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 or 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 MISCONDUCTOR 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

legal successors and permitted assigns.

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

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

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

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

11.6 Amendment. This 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.

11.7 Governing Law; Choice of Forum and Attorneys Fees. 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.

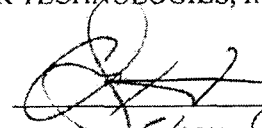
11.8 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9 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.

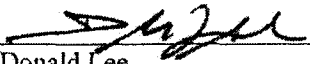
11.10 Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the Participating Member County and may be terminated by the Participating Member County without penalty (but subject to the provisions of Section 9.2) either: (a) at the end of a Participating Member 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.

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

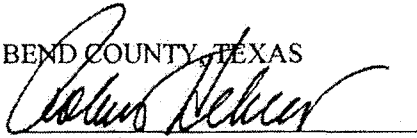
TYLER TECHNOLOGIES, INC.

By: 
Name: Glenn Smith
Title: President - CTO
Address: _____

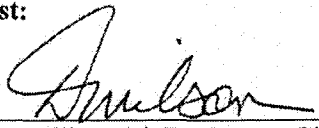
TEXAS CONFERENCE OF URBAN COUNTIES

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 \$ 150,000 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: \$ _____.

3. Beneficiary Responsibilities.

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request (“**Required Information**”) and may also provide other information (“**Optional Information**”) at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary (“**Authorized Person(s)**”) who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the “**Beneficiary Information**”).
- (c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain’s use of a subcontractor if needed to provide such Services.
- (d) Beneficiary warrants that Iron Mountain’s use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material.
- (c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work (“**SOW**”). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. Payment.

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A (“**Service Fees**”). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

| TYPE OF INSURANCE | COVERAGE AMOUNT | TYPE OF INSURANCE | COVERAGE AMOUNT |
|------------------------|-------------------------------|-------------------|-------------------------------|
| General Liability | \$2,000,000 General Aggregate | Crime Insurance | \$2,000,000 Each Occurrence |
| General Liability | \$1,000,000 Each Occurrence | Umbrella Coverage | \$5,000,000 General Aggregate |
| Professional Liability | \$1,000,000 Each Occurrence | | |

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

EXCEPT AS SET FORTH IN EXHIBIT C (RELEASE OF DEPOSIT MATERIAL) IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) Incorporation of Work Requests. Each of the Exhibits hereto, including, without limitation, Work Requests, shall, when duly executed, be incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").
- (b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. . 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.

- (e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by any Party or any rights or obligations of any Party under this Agreement is permitted without the written consent of all Parties, which shall not be unreasonably withheld or delayed.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Except as otherwise set forth herein, any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the Dallas, Texas Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged

otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

- (o) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (q) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS, AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE FOLLOW ON THE NEXT PAGE