

AMENDMENT NO. 4 TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 4 ("Amendment 4") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler") (as successor-in-interest to Brazos Technology Corporation), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously entered into and executed that certain Software and Services Agreement, ("Agreement"), attached hereto as "Attachment A" and incorporated by reference;

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems;

WHEREAS, the parties would like to renew the Agreement as described in "Attachment B";

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Limit of Appropriation.** Prior to the execution of this Amendment 4, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that Fort Bend County shall have available the total maximum sum of fifty-one thousand four hundred fifty dollars and 00/100 (\$51,450.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 4, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of fifty-one thousand four hundred fifty dollars and 00/100 (\$51,450.00) for all products and services described herein.
2. **Term.** This Amendment 4 shall be effective from October 1, 2016 ("Effective Date") and terminate on September 30, 2017 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 4, the terms of the underlying Agreement shall remain in full force and effect.

Signatures Follow On Next Page

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

2-7-17

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

TYLER TECHNOLOGIES INC.

Bret Dixon

Authorized Agent - Signature

Bret Dixon

Authorized Agent- Printed Name

President, Justice Group

Title

1/13/2017

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 51,450.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

ATTACHMENT A



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-164500	09/01/2016	1 of 1

Empowering people who serve the public™

Questions:

Tyler Technologies - Local Government
 Phone: 1-800-772-2280 Press 2, then 2
 Fax: 1-888-673-3274
 Email: ar@tylertech.com

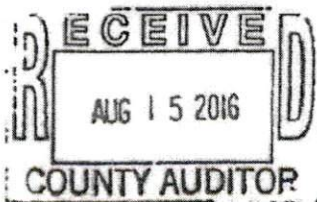


Bill To: Fort Bend County
 301 Jackson Street
 Richmond, TX 77489

Ship To: Fort Bend Co. PCT 2
 303 Texas HWY, Suite 124
 Missouri, TX 77459

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45414	69582		USD	NET30	10/01/2016

Date	Description	Units	Rate	Extended Price
Contract No.: Fort Bend County Auditor,				
	Brazos Software Maintenance Site License Maint.	1	50,400.00	50,400.00
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			
	Tiburon Interface Maintenance	1	1,050.00	1,050.00
	Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			



****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	51,450.00
Sales Tax	0.00
Invoice Total	51,450.00

ATTACHMENT B

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT NO. 3 TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 3 ("Amendment 3") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler") (as successor-in-interest to Brazos Technology Corporation), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have previously entered into and executed that certain Software and Services Agreement, (hereinafter the "Agreement"), attached hereto as "Attachment A" and incorporated by reference;

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems in Texas;

WHEREAS, the parties would like to renew the Agreement as described in "Attachment B";

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Limit of Appropriation.** Prior to the execution of this Amendment 3, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that Fort Bend County shall have available the total maximum sum of forty-nine thousand dollars and 00/100 (\$49,000.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 3, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of forty-nine thousand dollars and 00/100 (\$49,000.00) for all products and services described herein.
2. **Term.** This Amendment 3 shall be effective from October 1, 2015 ("Effective Date") and terminate on September 30, 2016 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 3, the terms of the underlying Agreement shall remain in full force and effect.

Signatures Follow On Next Page

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

June 7, 2016

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



TYLER TECHNOLOGIES INC.

Janet Joiner
Authorized Agent - Signature

Janet Joiner
Authorized Agent - Printed Name

Exec. VP, Finance, LLC
Title

5/13/16
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 49000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

ATTACHMENT A

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT NO. 2 TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment 2") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler") (as successor-in-interest to Brazos Technology Corporation), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Software and Services Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference;

WHEREAS, on or about May 29, 2015, in connection with the acquisition of Brazos Technology Corporation by Tyler, the Agreement and all of the rights and obligations thereunder have been assigned to Tyler; and

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems as evidenced by Exhibit B;

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Confidential Information.** Tyler expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by Tyler shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
2. **Indemnity.** TYLER SHALL INDEMNIFY FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM TYLER'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FORT BEND COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY FORT BEND COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO FORT BEND COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS ANY PARTY FOR ANY REASON ARE HEREBY DELETED. NOTHING IN THE AGREEMENT SHALL BE CONSTRUED TO WAIVE THE FORT BEND COUNTY'S SOVEREIGN IMMUNITY.
3. **Insurance.** Prior to commencement of the Services, Tyler shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be

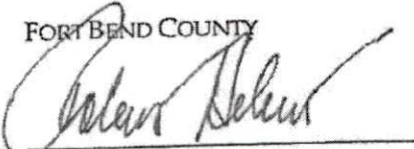
canceled, except on thirty (30) days' prior written notice from Tyler to Fort Bend County. Tyler shall maintain such insurance coverage from the time Services commence until Services are completed. Tyler shall obtain such insurance from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.

- a. Tyler shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iii. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - iv. Professional Liability insurance with limits not less than \$1,000,000.
 - b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies written on behalf of Tyler shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
 - c. If required coverage is written on a claims-made basis, Tyler warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
4. **Limitation of Liability.** Section 9.a. of the Software License Agreement shall be revised to read as follows: LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT ALLOWED BY LAW TYLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
5. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Amendment 2 and Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
6. **Limit of Appropriation.** Prior to the execution of this Amendment 2, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that Fort Bend County shall have available the total maximum sum of twenty-one thousand two hundred twelve dollars and no/100 dollars (\$21,212.00), including reimbursable expenses, if

any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 2, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of twenty-one thousand two hundred twelve dollars and no/100 dollars (\$21,212.00) for all products and services described herein.

7. **Term.** This Amendment 2 shall be effective from March 1, 2015 ("Effective Date") and terminate on September 30, 2015 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 2, the terms of the underlying Agreement shall remain in full force and effect.
8. **Modifications.** Any modifications to the Amendment 2 must be in writing and must be signed by both parties.
9. **Assignment.** The parties hereto acknowledge and agree that this Amendment 2 shall constitute duly-given notice of the assignment of the Agreement and the attached Exhibit B from Brazos Technology Corporation to Tyler in accordance with Section 12 of the Agreement. In addition, any references in the Agreement and the attached Exhibit B to Brazos Technology Corporation shall hereafter be replaced with Tyler.

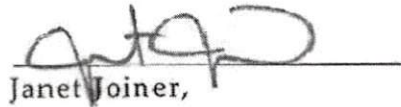
FORT BEND COUNTY



Robert E. Hebert,
County Judge

August 25, 2015
Date

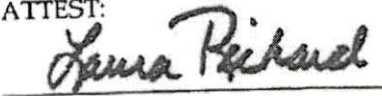
TYLER TECHNOLOGIES, INC.



Janet Joiner,
Executive VP-Finance

7/30/15
Date

ATTEST:

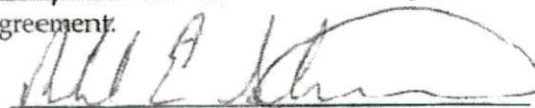


Laura Richard,
County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$21,212.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



PURCHASE and LICENSE AGREEMENT - Amended (original executed 9/28/10)

THIS AGREEMENT is entered into and effective as of the date this Agreement is signed by both parties below, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas with its principal offices located at 301 Jackson Street, Suite 201, Richmond, Texas 77469 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

INCORPORATION OF DOCUMENTS:

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Maintenance Agreement
Exhibit B	Covered Sites, Software & Configuration

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive, non-transferable license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation"), subject to the terms of this agreement. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.

CONFIDENTIAL INFORMATION HAS BEEN REMOVED

(pages 14 -25)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS

EXHIBIT B

Exhibit B



P.O. Box 10713
979.690.2811
College Station, TX 77842
www.brazosstech.com

May 28, 2015

County of Fort Bend
301 Jackson Road
Suite 201
Richmond, TX 77469

RE: Brazos eCitation and Mobile Solution Software, Service, Repair, and Annual Maintenance Contract

This letter serves as a sole source document for products manufactured by Brazos Technology.

As the original equipment manufacturer (OEM), Brazos Technology is the only provider of factory-supported, factory trained, factory authorized and factory certified service and products for the Brazos eCitation and Mobile Solution systems.

We do not provide proprietary technical information to non-qualified entities.

Please do not hesitate to reach out to me directly if you have any further questions or concerns. Thank you for your business and for the opportunity to help the County of Fort Bend grow this project.

Sincerely,
Samuel D. Williams
Vice President
Brazos Technology
526 University Drive, Suite 201A
College Station, TX 77840
979.690.2811 x1505

STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

AMENDMENT TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and Brazos Technology Corporation, a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Software and Services Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Confidential Information.** Brazos Technology Corporation expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by Brazos Technology Corporation shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
2. **Indemnity.** BRAZOS TECHNOLOGY CORPORATION SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF BRAZOS TECHNOLOGY CORPORATION, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BRAZOS TECHNOLOGY CORPORATION OR ANY OF BRAZOS TECHNOLOGY CORPORATION'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FORT BEND COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY FORT BEND COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO FORT BEND COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS ANY PARTY FOR ANY REASON ARE HEREBY DELETED.

3. **Insurance.** Prior to commencement of the Services, Brazos Technology Corporation shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort Bend County. Brazos Technology Corporation shall maintain such insurance coverage from the time Services commence until Services are completed. Brazos Technology Corporation shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
- a. Brazos Technology Corporation shall obtain such insurance of the following types and minimum limits:
- i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Professional Liability insurance with limits not less than \$1,000,000.
- b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Brazos Technology Corporation shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
- c. If required coverage is written on a claims-made basis, Brazos Technology Corporation warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
4. **Limitation of Liability.** Section 9.a. of the Software License Agreement shall be revised to read as follows: LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT ALLOWED BY LAW BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF

WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

5. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
6. **General.** The last sentence of Section VIII.C. of the Software Maintenance Agreement is hereby deleted.
7. **Limit of Appropriation.** Prior to the execution of this Agreement, Brazos Technology Corporation has been advised by Fort Bend County, and Brazos Technology Corporation clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Fort Bend County shall have available the total maximum sum of two hundred and seventy-one thousand and nineteen dollars and no/100 dollars (\$271,019.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Brazos Technology Corporation does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Brazos Technology Corporation may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Brazos Technology Corporation hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of two hundred and seventy-one thousand and nineteen dollars and no/100 dollars (\$271,019.00) for all products and services described herein.
8. **Modifications.** Any modifications to the Agreement must be in writing and must be signed by both parties.

BRAZOS TECHNOLOGY CORPORATION

By: Michael S. Malzer
Authorized Agent - Signature

Michael S. Malzer
Authorized Agent - Printed Name

Title: President

Date: 9-13-2010

FORT BEND COUNTY

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 10-5-2010

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 271,019.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A



SOFTWARE AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and County of Fort Bend, a Texas County, with its principal offices located at 1410 Williams Way Blvd., Richmond, TX 77469 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

- a. Schedule 1 - Proposal, Version 7.3
 - b. Exhibit A. - Software License Agreement (version 3.1)
 - c. Exhibit B. - Software Maintenance Agreement (version 3.1)
 - d. Exhibit C. - Fort Bend County Task Add-On (version 3.0)
-

CONFIDENTIAL INFORMATION HAS BEEN REMOVED

(page 34)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS



**e-Citation/Mobile Data Capture System
for Law Enforcement
Proposal - 11 PDA/130 MDC**



Presented to:

**County of
Fort Bend, Texas**

Submitted by:

R. Dale Cuthbertson
(979) 690-2811 x103
Brazos Technology Corporation
P.O. Box 10713, College Station, TX 77842

Proposal Date:

July 21, 2010

Magnetic strip/bar code reader/printer for every MDC

Proposal is valid for 30-days from the above-listed date.

CONFIDENTIAL INFORMATION HAS BEEN REMOVED

(pages 36 – 69)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS.

ATTACHMENT B



Empowering people who serve the public®

Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-148939	02/19/2016	1 of 1

Questions:

Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: Fort Bend County
 301 Jackson Street
 Richmond, TX 77469

Ship To: Fort Bend Co. PCT 2
 303 Texas HWY, Suite 124
 Missouri, TX 77459

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
45414	63363		USD	NET30	03/20/2016

Date	Description	Units	Rate	Extended Price
Contract No.: Fort Bend County Auditor, Brazos Software Maintenance Site License Maint.				
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	48,000.00	48,000.00
	Tiburon Interface Maintenance	1	1,000.00	1,000.00
Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	49,000.00
Sales Tax	0.00
Invoice Total	49,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-28600

Date Filed:
 03/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
 Plano, TX United States

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Amendment No. 3
 Software and Services Agreement

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-28600

Date Filed:
03/21/2016

Date Acknowledged:
06/08/2016

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Amendment No. 3
Software and Services Agreement

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Amendment No. 3
Software and Services Agreement

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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 CERTIFICATION OF FILING**

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

Certificate Number:
 2017-155182

Date Filed:
 01/17/2017

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Amendment No. 4
 Brazos Maintenance and Support Services

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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**OFFICE USE ONLY
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Certificate Number:
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Date Acknowledged:

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 Plano, TX United States

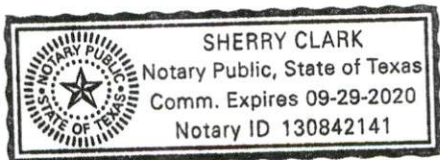
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 Fort Bend County

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			Controlling	Intermediary

5 Check only if there is NO Interested Party.

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



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]

 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Craig Seekamp, this the 17TH day of January, 2017, to certify which, witness my hand and seal of office.

[Signature] Sherry Clark Notary

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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Certificate Number:
 2017-155182

Date Filed:
 01/17/2017

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

Date Acknowledged:
 02/07/2017

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 Amendment No. 4
 Brazos Maintenance and Support Services

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			Controlling	Intermediary
	Pope, Daniel	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King, J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

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			Controlling	Intermediary

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath