

2013 MASTER INTERLOCAL AGREEMENT

FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM

1. Purpose

- 1.1. Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the Urban Counties' TechShare Program, the undersigned Local Governments and agencies of the State of Texas, enter into this Interlocal Agreement (hereinafter, "Agreement") with the Texas Conference of Urban Counties, Inc. (hereinafter, "Urban Counties"), a nonprofit corporation created to provide governmental functions and services on behalf of its members.
- 1.2. The undersigned Texas Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas adopting this Agreement may be referred to in this Agreement individually as "Participant" and collectively as "Participants." The Participants and Urban Counties may be referred to in this Agreement individually as "Party" or collectively as "Parties."

2. Recitals

- 2.1. Texas Local Governments and agencies of the State of Texas have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry;
- 2.2. Texas Local Governments and agencies of the State of Texas approving this Agreement by formal action of their respective governing bodies desire to jointly plan, develop, procure, operate or maintain one or more information technology projects or resources;
- 2.3. The Participants designate the Urban Counties to supervise the performance of this Agreement and to provide contract supervision and administration services and such other services necessary to accomplish the purpose of this Agreement as authorized by Tex. Gov't Code § 791.013;
- 2.4. The Urban Counties has created TechShare, a program whereby Texas Local Governments may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources;
- 2.5. The Participants and the Urban Counties desire to enter into this Agreement for the Participants' participation in TechShare;
- 2.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Participants in their joint endeavor(s) and the role of the Urban Counties as contract supervisor and administrator;
- 2.7. Each of the Participants finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year;

- 2.8. The Participants and the Urban Counties each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 2.9. The Participants, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies; and
- 2.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants and the Urban Counties agree as follows:

3. Definitions

- 3.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this Section 3 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents
- 3.2. "Board of Directors" means the Board of Directors of Urban Counties.
- 3.3. "Capital Costs" means the costs of acquiring, developing, or otherwise establishing a Resource so that it can be shared by Participants, including any costs of financing, such as interest and risk premiums.
- 3.4. "Executive Director" means the Executive Director of Urban Counties.
- 3.5. "Funding Entity" means a Participant that contributes Pre-Paid Costs for the initial development or acquisition of a Resource or for the enhancement of a Resource.
- 3.6. "Implementation Costs" means costs unique to each Participant for the installation and/or implementation of a Resource in or for a Participant's information technology environment.
- 3.7. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
- 3.8. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003(2).
- 3.9. "Operation and Maintenance (O&M) Costs" means the costs of operating and maintaining the functionality of a Resource, including modifications necessary to address changes in applicable laws, rules or regulations.
- 3.10. "Pre-Paid Costs" means amounts contributed by one or more Funding Entities pursuant to a Project Addendum for the initial development or acquisition of a Resource or for the enhancement of a Resource, plus applicable interest and risk premiums.

- 3.11. "Prime Rate of Interest" means the U.S. prime rate of interest published in the Wall Street Journal on December 31, or if not printed on December 31, then the nearest date preceding December 31 on which the prime rate of interest is published. The Prime Rate of Interest will be used as required herein for the preceding January 1 - December 31.
- 3.12. "Project" means a collaborative effort through TechShare by which Participants seek to achieve a common goal related to their information technology needs, and may include the acquisition, creation, or enhancement of a Resource.
- 3.13. "Project Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties to conduct a Project.
- 3.14. "Resource" means Intellectual Property, personal property, service or knowledge acquired or developed by, or made available to, Participants through TechShare.
- 3.15. "Resource Sharing Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties for the use of a Resource.
- 3.16. "Urban Counties" means the Texas Conference of Urban Counties.

4. Participation in TechShare

- 4.1. Participation in TechShare is open to all Texas Local Governments and to Texas state agencies.
- 4.2. A county eligible for membership in the Urban Counties must be a member in good standing of the Urban Counties to become and to remain a Participant in a Project.
- 4.3. A Participant eligible for membership in Urban Counties but not a member in good standing that is sharing one or more Resources shall pay annually, as additional O&M Costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount shall be accounted for in the same manner as dues revenue to Urban Counties.
- 4.4. Each Participant must approve, by its usual approval process for contracts, this TechShare Master Interlocal Agreement and, for each Project and Resource, the applicable Project Addendum or Resource Sharing Addendum to this TechShare Master Interlocal Agreement.
- 4.5. Project Addenda and Resource Sharing Addenda shall not be binding upon a Participant unless approved by formal action of the governing body of the Participant.

5. Contract Supervision and Administration

- 5.1. As authorized by Tex. Gov't Code § 791.013(a)(3), Participants designate Urban Counties to supervise the performance of this Agreement.
- 5.2. The role of Urban Counties is to supervise, administer, and carry out the purposes of this Agreement.
 - 5.2.1. Urban Counties shall have any and all powers necessary to carry out the purposes of this Agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.

- 5.2.2. Services to be provided by Urban Counties for each Project and Resource may include, but not necessarily be limited to:
- 5.2.2.1. procuring or providing necessary services and supplies as contemplated by a Project Addendum or Resource Sharing Addendum and the applicable budget;
 - 5.2.2.2. administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Project and Resource under the guidance of the Board of Directors;
 - 5.2.2.3. providing information to Participants and potential participants to increase awareness of TechShare and the opportunities for sharing and collaboration therein;
 - 5.2.2.4. preparing and presenting detailed and summary financial information necessary for the administration and management of each Project and Resource;
 - 5.2.2.5. rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 5.2.2.6. reviewing and approving travel reimbursement requests for each Project and Resource in accordance with the applicable budget and applicable policies;
 - 5.2.2.7. serving as the communication and distribution center for all information related to TechShare;
 - 5.2.2.8. reviewing and making recommendations on all contracts;
 - 5.2.2.9. acting as a liaison with federal and state agencies and responding to their inquiries;
 - 5.2.2.10. computing and providing billings for participation;
 - 5.2.2.11. filing required forms and reports with state and other governmental agencies;
 - 5.2.2.12. assisting a Participant's auditor and actuary as necessary;
 - 5.2.2.13. coordinating banking functions and handling deposits and reconciliations;
 - 5.2.2.14. providing notices of meetings, supplying resource material for meetings, and keeping minutes of meetings; and
 - 5.2.2.15. forming or administering committees.

- 5.3. Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each information technology project and resource.
 - 5.3.1. All contracts approved by Urban Counties with vendors to fulfill the requirements of a Project or Resource Sharing Addendum, will be exclusively between the Urban Counties and the selected vendors.
 - 5.3.2. No Participant may be a third-party beneficiary to such contracts unless specifically set forth in the applicable Addendum.
 - 5.3.3. Urban Counties is prohibited from binding any Participant to any obligations arising from contracts between Urban Counties and third-party vendors regarding goods or services, unless expressly approved by a Participant's governing body.
 - 5.3.4. When appropriate, Urban Counties shall inquire into warranties from vendors and provide such information to the appropriate Stakeholder Committee.
- 5.4. Urban Counties acknowledges and agrees that information or other data provided by a Participant to Urban Counties to be stored or managed within a Resource will remain the property of the Participant. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 5.5. Urban Counties will provide regular reports on operations or activities as determined appropriate by each Stakeholder Committee and by the Oversight Committee.
- 5.6. Urban Counties must exercise a duty of good faith, fair dealing, and loyalty in relation to services provided to Participants under this Agreement.
- 5.7. For services performed under this Agreement, the Urban Counties shall be paid as set forth in each Project Addendum and Resource Sharing Addendum.
 - 5.7.1. The Participants have no equity rights in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Participant and the Urban Counties.
- 5.8. The Participants intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between the Participants, any relationship of surety, indemnification or responsibility for the debt of or claims against any other Participant. Nor is such a relationship created between any Participant or group of Participants and the Urban Counties.
- 5.9. The Participants have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against the Urban Counties.

- 5.10. Urban Counties will not be financially liable to Participants for the performance or function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

6. Oversight

- 6.1. Board of Directors: The Board of Directors is responsible for overall management of each Project and Resource. The Board of Directors:
- 6.1.1. will adopt a budget for each Project and Resource, and set costs to share a Resource;
 - 6.1.2. will approve, or confer Urban Counties staff with authority to approve in accordance with Board policy and practice, all contracts necessary or desirable for a Project or Resource, within the adopted budget;
 - 6.1.3. will approve, as applicable, the scope, deliverables, work plans, goals, and other matters impacting the effort and budget of each Project and Resource; and
 - 6.1.4. may adopt technical standards and guidelines necessary to facilitate the sharing of Resources and to ensure Resources are flexible and adaptable to meet county needs.
- 6.2. Participant Representatives: Each Participant participating in a Project or sharing a Resource shall designate a Representative to the Project or Resource by providing written notice to the Urban Counties. A Participant may change its Representative at any time by notifying the Urban Counties in writing. Each Participant Representative shall serve as the Participant's primary point of contact for matters pertaining to the Project or Resource, and may serve on the TechShare Oversight Committee if the Participant Representative meets the qualifications as provided in 6.3.
- 6.3. Oversight Committee: There shall be one TechShare Oversight Committee for all Projects and Resources. The TechShare Oversight Committee shall meet regularly as Projects and Resources may require, and make recommendations to the Board of Directors as to matters pertaining to a Project or Resource.
- 6.3.1. The TechShare Oversight Committee will be composed of seven (7) voting members as follows:
 - 6.3.1.1. the Chair-Elect of Urban Counties; and
 - 6.3.1.2. one member of the governing body from each of six (6) TechShare Participants, as appointed by the Chairman of the Board of Directors. In making appointments, the Chairman of the Board of Directors shall endeavor to make the Oversight Committee representative of all Participants in TechShare.
 - 6.3.2. Subject to section 6.3.3., appointed members of the Oversight Committee serve staggered 2-year terms. Upon the expiration of his/her term, an Oversight Committee member will continue to serve until a successor is appointed.

- 6.3.3. In making initial appointments, the Chairman of the Board of Directors shall designate three (3) appointees to have initial terms expiring December 31, 2013, and shall designate four (4) appointees to have initial terms expiring December 31, 2014. Thereafter, all terms shall be for two (2) years.
- 6.3.4. Each year, prior to the expiration of the terms of Oversight Committee members, the Oversight Committee shall recommend to the Chairman of the Board of Directors qualified persons in sufficient numbers to replace the Oversight Committee members whose terms will be next expiring.
- 6.3.5. Oversight Committee members may serve no more than three (3) consecutive terms as an appointed member of the Oversight Committee. Service as the Chair-Elect of the Board of Directors is not considered in applying this limitation.
- 6.3.6. No TechShare Participant may have more than one person serve on the Oversight Committee simultaneously.
- 6.3.7. No voting member of the Oversight Committee may also simultaneously serve on a Stakeholder Committee.
- 6.3.8. Each voting member of the Oversight Committee shall have one vote of equal weight.
- 6.3.9. The Chairpersons of each TechShare Project and TechShare Resource Stakeholder Committee serve on the Oversight Committee as ex-officio, non-voting members.
- 6.3.10. The Chairman of the Board of Directors shall select one appointed member of the Oversight Committee, who must be a member of the commissioners court of a county that is a member of Urban Counties, to serve as the Chairman of the Oversight Committee for a two-year term coincident with the term of appointed Oversight Committee members. A Chairman of the TechShare Oversight Committee may serve consecutive terms as Chairman.
- 6.3.11. Oversight Committee members are charged with making decisions they reasonably believe are in the best interests of the collective Participants in TechShare and of Urban Counties.
- 6.3.12. A majority of the members of an Oversight Committee shall constitute a quorum.
- 6.3.13. Proxies will be recognized for voting purposes at Oversight Committee meetings, but will not be counted for quorum purposes.
- 6.3.14. The Oversight Committee will:
 - 6.3.14.1. make recommendations to the Board of Directors regarding the selection and retention of the TechShare Division Director, who shall serve at the pleasure of the Board of Directors;
 - 6.3.14.2. oversee TechShare operations through the TechShare Division Director, who shall report to the Committee;

- 6.3.14.3. ensure compliance of Projects and Resources with applicable policies of the Board of Directors and with approved contracts;
 - 6.3.14.4. review the appropriateness of scope, operation, budget, work plan, staffing, and contracting for Projects and Resources as recommended by Stakeholder Committees;
 - 6.3.14.5. review financial information related to Projects and Resources to ensure compliance with the adopted budget; and
 - 6.3.14.6. ensure a common "vision" regarding integration and functionality is realized across Projects and Resources.
- 6.3.15. In performing their duties under this Section, the Oversight Committee may:
- 6.3.15.1. appoint one or more advisory committees to assist the Oversight Committee as it deems necessary;
 - 6.3.15.2. develop rules, policies, procedures and other standards for use of a Resource;
 - 6.3.15.3. develop policies for the oversight of a Project or Resource using effective risk management strategies;
 - 6.3.15.4. recommend to the Board of Directors for approval RFPs, vendor selection and vendor contracts;
 - 6.3.15.5. recommend to the Board of Directors actions relating to termination, modification, and enforcement of contracts with vendors and suppliers; and
 - 6.3.15.6. establish standards that promote the ability of information resources systems to operate and integrate with each other.
- 6.3.16. Any member of the Oversight Committee appointed by the Chairman of the Board of Directors who fails to attend more than two (2) consecutive meetings of the Oversight Committee, or who fails to attend more than 25% of the meetings of the Oversight Committee in any 12-month period, automatically vacates their position on the Oversight Committee. In such case, the Chairman of the Board of Directors will appoint a replacement Oversight Committee member.
- 6.4. Stakeholder Committees: Each Project and Resource shall have a Stakeholder Committee to make recommendations to the Oversight Committee regarding the Project or Resource.
- 6.4.1. Each Stakeholder Committee will consist of the Representatives from all Participants participating in the respective Project or Resource.
 - 6.4.2. The Chairman of each Stakeholder Committee will be appointed by the Chairman of the Oversight Committee, in consultation with the Oversight Committee.
 - 6.4.3. Each Stakeholder Committee will:

- 6.4.3.1. manage functionality and scope of the Project or Resource, as applicable, within budget;
- 6.4.3.2. implement technical standards as may be necessary or desirable; and
- 6.4.3.3. develop annual work plans and corresponding budgets and recommend those to the Oversight Committee.
- 6.4.4. The voting strength for Stakeholder Committee members shall be determined using the funding formula in the respective Project or Resource Addendum. In the case of Resources, the funding formula used to determine voting strength shall be the formula for allocating Capital Costs of the Resource. As additional Participants join a Project or Resource, the voting strength of each Stakeholder Committee member will be adjusted in accordance with that formula.
- 6.5. Technical Committees: Each Stakeholder Committee may appoint, in its discretion, one or more advisory committees for the applicable Project or Resource to provide technical advice or to aid in the development, acquisition, management, or oversight of the Project or Resource.
- 6.6. Project and Resource Sponsors. Each Participant must designate a member of its governing body to serve as its Sponsor for each Project and Resource in which the Participant participates.
 - 6.6.1. The Sponsor may also serve as the Participant's Stakeholder Committee member or as a member of the Oversight Committee.
 - 6.6.2. The Sponsor is to serve as a point of contact in the event of disputes or disagreements.
 - 6.6.3. Each Sponsor will be provided by Urban Counties periodic updates on the status of respective Projects and Resources.
- 6.7. Oversight Committee members, Stakeholder Committee members, Technical Committee members, and members of other committees shall serve without compensation. Travel expenses may be paid for if included within the applicable Project or Resource budget.

7. Budget and Funding

- 7.1. Projects: The budget for each Project will be set forth in the Project Addendum. Each Participant's portion of the budget shall be set forth in the Project Addendum or determined as set forth in the formula in the Project Addendum.
 - 7.1.1. The Stakeholder Committee for the Project or the Oversight Committee may recommend the budget or funding formula be adjusted, subject to approval of the Board of Directors.
 - 7.1.2. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set forth in the original Project Addendum without formal approval of the Participant's governing body.*

- 7.2. Resources: Each Resource will have a periodic budget, such as for each Fiscal Year.
- 7.2.1. The Stakeholder Committee will formulate a proposed budget and submit it to the Oversight Committee for approval. The Oversight Committee may modify the proposed budget, but should endeavor to reach consensus with the Stakeholder Committee. The Oversight Committee will recommend the periodic budget to the Board of Directors for approval. The Board of Directors may modify the recommended budget as it deems appropriate.
- 7.2.2. Each periodic budget will include amounts intended to meet the objective of continual technical and functional refreshing of the Resource.
- 7.2.3. The Board of Directors shall set the costs or the method of determining the costs for Participants to share a Resource. The method of determining costs for Participants to share a Resource shall be set forth in the Resource Sharing Addendum.
- 7.2.3.1. Costs may vary by Participant.
- 7.2.3.2. Costs for a Participant may change as Participants change.
- 7.2.3.3. A change in a cost that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount previously approved by the Participant without formal approval of the governing body of the Participant.*
- 7.3. The timing of each Participant's funding obligations shall be set forth in the applicable Project Addendum or Resource Sharing Addendum.
- 7.3.1 Project costs, Capital Costs and O&M Costs will be charged, and must be paid, in advance of the start of a Project or the applicable budget term for a Resource.
- 7.4. The budget for each Project and Resource shall be in accordance with the chart of accounts as established by Urban Counties.
- 7.5. If a Participant uses grant or other funds subject to compliance with specific terms or conditions to pay any portion of its costs, that Participant is solely responsible for compliance with the applicable terms and conditions. To the extent permitted by law without establishing a sinking fund, the Participant shall hold harmless the other Participants from the use of such funds. Payments made using such funds will not be refunded in the event such payments are found to violate applicable terms or conditions.

8. Funding of Projects for Development or Acquisition of a TechShare Resource

- 8.1 Urban Counties may obtain funding for a Project in any manner permitted by law, including, for example, using its own reserves, borrowing from a financial institution, or collecting Capital Costs from Participants in advance of the development, acquisition or enhancement of a Resource (i.e., Pre-Paid Costs).

- 8.2 One or more Participants may become a Funding Entity by funding the initial development, acquisition, or enhancement of a Resource through the payment of Pre-Paid Costs.
- 8.2.1. Capital Costs of the Resource funded with Pre-Paid Costs will include, but may not be limited to:
- 8.2.1.1. Pre-Paid Costs;
- 8.2.1.2. interest at the rate of $\frac{1}{2}$ of the Prime Rate of Interest; and
- 8.2.1.3. a risk premium of 10% of Pre-Paid Costs and interest.
- 8.2.2. Interest will be applied to cash contributions to a Project from the date of the contribution.
- 8.2.3. Interest will be applied to direct expenditures made by a Participant as part of a Project if provided for in the Project Addendum, with interest accruing as specified in the Project Addendum.
- 8.2.4. A risk premium will be applied to:
- 8.2.4.1. cash contributions to a Project and direct expenditures made by a Participant as part of a Project, plus any interest as provided in section 8.2.2 or section 8.2.3;
- 8.2.4.2. in-kind contributions, with value established at the start of a Project; and
- 8.2.4.3. assets developed outside of a TechShare Project and transferred to Urban Counties for use in TechShare, with value established at the start of a Project.
- 8.2.5. Interest will be compounded annually on the average daily positive balance of Pre-Paid Costs.
- 8.2.6. Funding Entities will receive credit for interest and risk premium accrued on their respective Pre-Paid Costs and included in the Capital Costs of the Resource in the same proportion as Capital Costs are allocated to Funding Entities.
- 8.2.7. Interest on a Funding Entity's balance of Pre-Paid Costs will accrue until the balance of Pre-Paid Costs is retired either by (1) credits granted for Capital Costs associated with the use of the Resource and otherwise owed by the Funding Entity; (2) credits granted for Capital Costs paid by other Participants; or (3) revenue received from non-participants to access the Resource.
- 8.3. If Urban Counties funds a Project using its own reserves or through borrowing, the Capital Costs of the Resource will include, but may not be limited to:
- 8.3.1. cash contributions;
- 8.3.2. interest (1) at the rate and in the amount paid by Urban Counties on borrowed funds; or (2) at the rate of $\frac{1}{2}$ of the Prime Rate of Interest from the date of expenditure/contribution to the date all funds expended by Urban Counties have been repaid by Participants for non-borrowed funds; and

8.3.3. risk premium of 10% of cash contributions and interest.

9. Sharing of Costs of a Resource

- 9.1. The Board of Directors will set the Participants' shared costs for Resource use and include those costs in the applicable Resource Sharing Addendum for approval by Participants.
- 9.2. The costs shared by Participants using a software Resource shall consist of Capital Costs and recurring Operations and Maintenance Costs.
 - 9.2.1. The Capital Costs of each Resource shall be the costs incurred by Urban Counties to acquire, develop, or otherwise establish the Resource so that it can be shared by Participants.
 - 9.2.2. Each Participant's proportionate share of the Capital Costs of the Resource shall be determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
 - 9.2.2.1. Allocation of Capital Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the date the Resource is first placed in use.
 - 9.2.2.2. Once established, the allocation of Capital Costs will not change except as may be adjusted to account for additional Participants.
 - 9.2.2.3. Funding Entities may agree to allocate their total allocated Capital Costs among themselves differently, and that allocation will be contained in the Resource Sharing Addendum.
 - 9.2.2.4. Participants may pay their respective Capital Costs for a Resource in three equal annual installments. Interest at the rate of $\frac{1}{2}$ of the Prime Rate of Interest, compounded annually on the average daily positive balance of unpaid Capital Costs, will accrue.
 - 9.2.3. When paid, interest that accrues on unpaid Capital Costs will be distributed proportionality to those Participants who received a portion of the paying Participant's first payment of Capital Costs. The O&M Costs for each Participant shall be the Participant's proportionate share of the Total Annual Operations and Maintenance Cost of a Resource as determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
 - 9.2.3.1. If population is used to allocate costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent, will be used.
 - 9.2.3.2. Allocation of Total Annual Operations and Maintenance Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the first day of the applicable term of the Total Annual Operations and Maintenance Costs. Once established for a term, unless additional Participants join in sharing the Resource, the allocation of Total Annual Operations and Maintenance Costs will

not change, but may change in subsequent terms if there are changes in the appropriate metric.

9.2.3.3. O&M Costs will be prorated for Participants joining mid-budget.

9.3 In addition to Capital Costs and O&M Costs, Participants may be required to pay Implementation Costs for a Resource. Implementation Costs will be unique to each Participant and will not be shared with other Participants.

10. Capital Improvements to Resources

10.1. Events may require significant changes not capable of being completed under the normal annual O&M budget.

10.2. Additional Capital will be derived in one of the following manners:

10.2.1. Creation of a separate TechShare Project (preferred)

10.2.1.1. The separate Project will result in separate optional module or component of the Resource available to Participants that pay their proportionate share of Capital Costs for the module.

10.2.1.2. Funding for the Project could come from any source of funding permitted for Projects generally.

10.2.1.3. The sharing of Capital Costs for the module will be in the same manner as for the sharing of Capital Costs of Resources.

10.2.2. Capital call upon all Participants sharing the Resource (not preferred)

10.2.2.1. If there is a capital call, total Capital Costs of the Resource will be increased, as will Capital Costs for all Participants, both current and future.

11. Refunds with Additional Participation

11.1. As additional Participants join to share a Resource, a Participant then sharing the Resource is eligible to receive a partial refund of its Capital Costs and Operations and Maintenance Costs previously paid. The amount of any such refund shall be determined by calculating the effect of each additional Participant joining to share the Resource in accordance with the formulas for allocation of Capital Costs and Total Annual Operations and Maintenance Costs as set forth in the Resource Sharing Addendum.

11.2. Refunds resulting from additional Participants joining to share a Resource shall be calculated at the end of the annual period used to calculate the Total Annual Operations and Maintenance Costs.

11.3. At the direction of each Participant, its applicable refunds of either Capital Costs and Operations and Maintenance Costs may be made in the form of credits against future Operations and Maintenance Costs.

11.4. A Participant that withdraws from sharing a Resource is not eligible to receive refunds of Capital Costs or Operations and Maintenance Costs.

11.4.1. Because the former Participant is not receiving refunds of its Capital Costs during the period the former Participant does not share the Resource, the

former Participant's balance of Capital Costs will not be reduced during that period.

11.4.2. The former Participant becomes eligible for prospective refunds if it returns to sharing the Resource.

11.4.3. Any refund of Capital Costs and O&M Costs that would be distributed to the former Participant if it were a Participant will be distributed proportionately among active Participants, including those Participants whose payment of Capital Costs resulted in the refund to active Participants.

12. Refunds from Outside Revenue

12.1. If revenue is derived from a Resource, from other than Participants in TechShare, such revenue will be allocated as follows:

12.1.1. If there are Funding Entities, the revenue will be allocated 50% to Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have been reimbursed all of their respective Capital Costs.

12.1.1.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 50% of the revenue will be allocated to the Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% will be retained by Urban Counties.

12.1.2. If there are no Funding Entities, 100% of the revenue will be allocated to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have received reimbursement of their respective Capital Costs.

12.1.2.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 100% of the revenue will be retained by Urban Counties.

12.2. To be eligible to receive an allocation of revenue derived from other than Participants in TechShare, a Participant must (1) have shared the Resource for at least 60 consecutive months, or (2) have never stopped sharing the Resource since the date the Participant first shared the Resource.

13. Installation and Implementation of a Resource

13.1. If Installation or implementation is required for a Participant to share a Resource, the installation or implementation will only be done by authorized entities through TechShare as provided in the Resource Sharing Addendum.

14. Reporting Requirements of Urban Counties

14.1. For each Project and Resource Urban Counties will establish a secure website accessible by those Participants participating in the Project or Resource and containing current information regarding Pre-Paid Costs, Capital Cost balances of each Participant, budget and expenditures, O&M Costs, Participants, Stakeholder Committee and other committee members, Project status, copies of vendor

contracts, and such other information in the possession of Urban Counties as the Stakeholder Committee shall deem appropriate.

- 14.2. Upon request by the Oversight Committee, the Urban Counties shall report, from information in its possession, on the status, progress, benefits, efficiency gains, financial matters or other information or data related to a Project or Resource that the Oversight Committee considers necessary.
- 14.3. Each Participant shall have a right of access to information regarding a Project or Resource in which the Participant participates as specified in the respective Project Addendum or Resource Sharing Addendum. Urban Counties shall have no obligation to produce or make available information that is not specified in the respective Project Addendum or Resource Sharing Addendum.
- 14.4. Financial information will be provided by Urban Counties to Participants in accordance with the chart of accounts used by Urban Counties. If a Participant desires financial information in a form other than the established chart of accounts, the Participant will be provided a comprehensive report of all transactions so that the Participant may categorize and analyze the transactions in any way the Participant desires.
- 14.5. In performing its duties under this Section, the Urban Counties is entitled to obtain from a Participant information necessary and appropriate to prepare a report under this section.

15. Participation by Other Entities

- 15.1. Additional Texas Local Governments and agencies of the State of Texas may participate in this Agreement with the approval of the Board of Directors.
- 15.2. Additional participants will be required to approve this Agreement and provide funds in accordance with Section 7 (Budget and Funding). The participation of additional Texas Local Governments or state agencies in a Project or Resource shall not require the approval of other Participants.

16. Ownership of Work Product

16.1. Ownership.

- 16.1.1. The ownership of work product, including Intellectual Property, and the right to acquire Intellectual Property, if applicable, for all Resources developed or obtained through TechShare will vest with Urban Counties.
- 16.1.2. Each Project Addendum will include a description of the work product anticipated to be developed as part of the Project.
- 16.1.3. Each Resource Sharing Addendum will include a description of the Resource, including the Intellectual Property, if any, comprising the Resource.
- 16.1.4. Urban Counties will deposit into escrow, during appropriate times in the development of the Resource, the source code for the benefit of the Participants. The type of escrow will be described in the applicable Resource or Project Addendum.

16.2. Rights of Participants

- 16.2.1. Participants sharing a Resource possess a non-transferable, non-exclusive right to use the Resource for their own use.
- 16.2.2. Participants must agree to prohibit further distribution of a Resource to non-participants unless otherwise clearly provided for in the Resource Sharing Addendum.
- 16.2.3. The sale of a Resource by Urban Counties to any entity requires the approval of Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.
- 16.2.4. Any sale of a software Resource must be subject to each Participant's continued right to use the version of the Resource in use at the time of sale.
- 16.2.5. Before a Resource may be licensed for use by any entity outside of this Agreement and the applicable Resource Sharing Addendum, the licensing fee or calculation for deriving the licensing fee must be approved by Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.3. When a Resource is No Longer Offered through TechShare

- 16.3.1. When a Resource owned by Urban Counties is no longer offered for sharing through TechShare, each Participant that (1) paid its appropriate portion of the Capital Costs of the Resource and (2) has shared the Resource for at least 60 consecutive months preceding the date the Resource is no longer offered through TechShare, or has never stopped sharing the Resource since the date the Participant first shared the Resource, will be given a divided, proportionate ownership interest in the source materials for the former Resource and Urban Counties will not retain any ownership in the former Resource.
- 16.3.2. Each Participant sharing in the ownership of the former Resource will be free to use and manipulate the source materials for the former Resource for the Participant's sole use.
- 16.3.3. Any sale to or use of the source materials for the former Resource by a non-Participant requires the affirmative consent of Participants owning a collective majority interest in the former Resource.

16.4. When a Participant Withdraws from Sharing a Resource

- 16.4.1. If a Participant withdraws from sharing a Resource that is still offered through TechShare as permitted by the applicable Resource Sharing Addendum (for example, at the expiration of the Resource Sharing Addendum), the Participant will have no rights to future use of the Resource if the Participant has shared the Resource for less than 60 consecutive months.
- 16.4.2. If a Participant withdraws from sharing a Resource as permitted by the applicable Resource Sharing Addendum and has shared the Resource for at least 60 consecutive months, the Participant will be granted a non-

exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

- 16.4.3. If a Funding Entity withdraws from sharing a Resource and the Funding Entity has shared the Resource for less than 60 consecutive months, the Funding Entity will be granted a non-exclusive, perpetual license for the Resource as it exists on or about the date the Funding Entity withdraws from sharing to use and manipulate the source materials for the Resource for the Funding Entity's sole use; except, however, the Funding Entity shall not be granted a license and shall not have any further right to use the Resource if, prior to withdrawing from sharing, the Funding Entity has received refunds from revenue derived from other than Participants in TechShare in an amount equal to or greater than the Funding Entity's Pre-Paid Costs.

16.5. When a Participant Transfers a Resource to TechShare

- 16.5.1. If a Participant transfers ownership of a Resource to Urban Counties for sharing through TechShare and the Participant withdraws from sharing the Resource at any time, the Participant will be given a non-exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.6. When a Participant Withdraws from a Project

- 16.6.1. If a Participant withdraws from a Project as permitted by the Project Addendum, the Participant will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

16.7. Liability for Use of Former Resource

- 16.7.1. Urban Counties and other Participants will not be liable to a Participant or former Participant, or any party claiming through a Participant or former Participant, for any claims arising from the use of a former Resource or the use of a Resource outside of a Resource Sharing Addendum.
- 16.7.2. No implementation assistance or end user training will be provided by Urban Counties or through TechShare for a former Resource or for the use of a Resource outside of a Resource Sharing Addendum unless a separate agreement is entered into for those services.

17. Ownership of Data

- 17.1. When a Project or Resource involves the shared storage of data or the shared access to data of the Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable Project Addendum or Resource Sharing Addendum.
- 17.2. Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement or as

contemplated by the applicable Project Addendum or Resource Sharing Addendum.

- 17.3. Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Participants, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 17.4. In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
 - 17.4.1. A copy of the request must be forwarded to the Urban Counties within 24 hours of receipt.
- 17.5. Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to the Urban Counties.
- 17.6. It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not participate in a Project or Resource will remain the custodian(s) of such information and data, unless an applicable Project or Resource Addendum provides otherwise.

18. Warranties

- 18.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROJECT OR RESOURCE MADE AVAILABLE THROUGH ANY PROJECT ADDENDUM OR RESOURCE SHARING ADDENDUM.**
- 18.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR PROJECT OR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH PROJECT OR RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**
- 18.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

19. Notice

- 19.1. Any and all notices to be given under this Agreement by a Participant or Urban Counties shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.

- 19.2. A Participant may change its address for receiving notification under this Agreement by providing written notice of the change of address to Urban Counties. Urban Counties shall update the Participant's address on the secure website for the applicable Project or Resource.
- 19.3. Urban Counties may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Participants.
- 19.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

20. Amendment

- 20.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants and Urban Counties.
- 20.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. Current Revenue

- 21.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.
- 21.2. The Parties warrant that no debt is created by this Agreement.

22. Binding Agreement, Authority, Parties Bound

- 22.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.
- 22.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

23. Applicable Law

- 23.1. This Agreement shall be expressly subject to the Participants' sovereign immunity and other governmental immunity and all applicable federal and state law.
- 23.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

25. Assignment

The Urban Counties may not assign its rights and duties under this Agreement without the prior written consent of the Participants, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent by the Participants shall be null and void.

26. Full Agreement

- 26.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.
- 26.2. Only upon execution of a Project Addendum or Resource Sharing Addendum will a Participant and Urban Counties have any rights or obligations pursuant to this Agreement.
- 26.3. This Agreement and any Project Addenda or Resource Sharing Addenda executed by a Participant shall contain the entire understanding of the Parties with respect to that Participant and the Urban Counties regarding participation in TechShare.
- 26.4. Each Participant acknowledges that the other Participants and Urban Counties, or anyone acting on behalf of the other Participants or Urban Counties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

27. Effect of this Agreement on Existing Agreements and Addenda

- 27.1. Except as set forth in 27.2, this Agreement succeeds and replaces prior Interlocal Agreements for Participation in the Urban Counties TechShare Program (the "Prior ILAs") to the extent the Prior ILAs were still in effect.
- 27.2. The Prior ILA approved by the Board of Directors on July 9, 2004 and previously approved by all participants in the TechShare Resource Sharing Addendum for the Common Integrated Justice System (CIJS) Court Administration System shall remain in effect for the purpose of governing and the CIJS Resource Sharing Addendum through FY2013. For FY2014 and subsequently, the participants in the CIJS Resource Sharing Addendum will execute this Agreement and the Prior ILA approved by the Board of Directors on July 9, 2004 will no longer be in effect.
- 27.3. As each Project Addendum and Resource Sharing Addendum executed pursuant to the Prior ILA expires, is terminated, or is amended, then the Prior ILA ceases to be in effect for that Project or Resource and this Agreement shall succeed and replace the Prior ILA in the event the Project or Resource is continued through a new or amended Project Addendum or Resource Sharing Addendum.

28. Multiple Counterparts

- 28.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

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JOHNSON COUNTY

By: [Signature]

Title: Johnson County Judge

Date: 1-13-14

ATTEST:

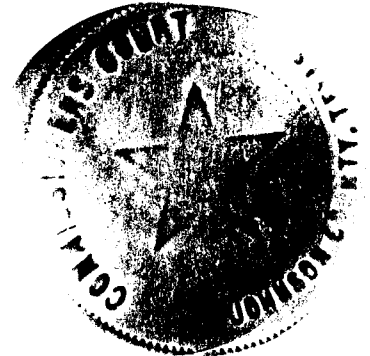
By: Becky Williams

Title: county clerk

Name and Address for Purposes of Notice:

2 main Street

Cleburne, Tx 76033



Acknowledgement of Johnson County's Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: [Signature]

Title: Executive Director

Date: 12.17.13

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: Executive Director

Date: 12.17.13

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701

Texas Conference of Urban Counties
TechShare Program
TechShare.Common Integrated Justice System
FY2014 Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Common Integrated Justice System (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. CIJS Court Administration System: The software modules offered by Tyler to Participants under the Master Agreement.
- 2.2. Go Live: Go Live is defined as the event whereby a Participant makes a module of the CIJC Court Administration System fully active so that users can access it for its intended purposes.
- 2.3. Master ILA: The Master Interlocal Agreement for Participation in the Urban Counties TechShare Program, Version 2.1 20130128.
- 2.4. Master Agreement: The Master Agreement is the CUC Master Agreement between Tyler Technologies, Inc., and Urban Counties entered into on September 8, 2009, including any amendments thereto, which sets forth the terms and conditions whereby Urban Counties offers licensing and support services for the CIJS Court Administration System.
- 2.5. Oversight Board: Oversight Board means the TechShare Justice Oversight Board.
- 2.6. Participants: Participants is defined as all local governments executing this Addendum.
- 2.7. Parties: Parties is defined as the Participants and Urban Counties.
- 2.8. Stakeholder Committee: Stakeholder Committee means the CIJS Stakeholder Committee as provided for in the Master ILA.
- 2.9. Tyler: Tyler means Tyler Technologies, Inc.

3. Term of Addendum

- 3.1. This 2014 Resource Sharing Addendum shall be effective for the period specified in Attachment A – Financial Plan.

4. 2014 Financial Plan

- 4.1. The 2014 Financial Plan for each Participant is attached as Attachment A.
- 4.2. As additional Participants execute this Addendum, Participants may be eligible for reimbursement of portions of their Enterprise Modification Fees. Enterprise Modification Fees collected by additional Participants that exceed the Enterprise Modification Fees to be paid to Tyler shall be remitted to Participants as reimbursement. Reimbursement amounts shall be in proportion to each Participant's share of the total Enterprise Modification fees paid by all Participants by module.
- 4.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2014 Financial Plan unless those excess costs are approved by the Participant's governing body.
- 4.4. Costs as set forth in the 2014 Financial Plan are due from each Participant as specified therein. Urban Counties will send invoices to the Participant in accordance with the payment schedule set forth in the Financial Plan. The Participant shall pay no later than forty five (45) days after receipt of each invoice.
- 4.5. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional support costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant, will be included in Attachment A.

5. Participant Access to Information

- 5.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 5.1.1. the Master ILA and this Addendum, including Attachments B, C, and D;
 - 5.1.2. list of Participants;
 - 5.1.3. contracts with vendors providing goods or services directly for a Participant;
 - 5.1.4. records of expenditures; and
 - 5.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to CIJS, and meeting minutes.
- 5.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

6. Miscellaneous

- 6.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 6.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 6.3. In the event any term or provision of this Implementation Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Implementation Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Implementation Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Implementation Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

7. Termination

- 7.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination.
- 7.2. A Participant is not entitled to reimbursement of any license fees or enterprise modification fees previously paid by the Participant.
- 7.3. A Participant immediately loses the right to representation on the Stakeholder Committee upon notice of termination to Urban Counties.
- 7.4. A Participant loses the right to reimbursement of shared costs upon termination.
- 7.5. A Participant shall have the right to continue to use those modules for which the Participant has paid the applicable license fees in full prior to termination, but the Participant will not receive maintenance and support.

8. Attachments Incorporated

8.1. The following attachments are incorporated in this Addendum as if fully set forth herein:

- 8.1.1. Attachment A: 2014 Financial Plan
- 8.1.2. Attachment B: End User License and Professional Services Agreement;
- 8.1.3. Attachment C: Software as a Service and Professional Services Agreement; and
- 8.1.4. Attachment D: Master Agreement.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

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COUNTY OF JOHNSON

By: ~~Raymond Johnson~~

Title: Johnson County Judge

Date: 1-13-14

ATTEST:

By: Becky Williams

Title: County Clerk

Name and Address for Purposes of Notice:

* 2 main Street
Cleburne, Tx 76033



TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: Executive Director

Date: 12.17.13

Name and Address for Purposes of Notice:

Attachment A – 2014 Financial Plan

The following schedule shows the overall project budget for the implementation of the Common Integrated Justice System in Johnson County through the Texas Conference of Urban.

Payments to Tyler Technologies for Implementation Services and reimbursements for Travel Expenses will be made directly to Tyler Technologies in accordance with the End User License and Professional Services Agreement.

Cost estimates for hardware and systems software are provided as part of the overall project budget. The specific equipment will be purchased by the County in accordance with specifications provided by Tyler Technologies and confirmed by the Urban Counties.

The amounts shown in FY 2014 for Software License (\$982,000), and Quality Assurance (\$12,000) will be invoiced by the Urban Counties in January 2014 and are to be paid in accordance with the terms of this Addendum.

Annual Maintenance payments are listed below to reflect the full annual contract amount.

This agreement will be subject to review and renewal on an annual basis, beginning in October 2015, with the specific costs and payment milestones provided to the County on a year by year basis as the implementation is completed and the county moves forward with the operational use of the software.

The term of this agreement is from October 1, 2013 through September 30, 2015.

Attachment A – Financial Plan (continued)

Johnson County - Common Integrated Justice System Recommended Project Budget 2014 & 2015			
Project Costs	2014	2015	Total Project Cost
Paid Directly to Tyler Technologies: Implementation Services			
Implementation Plan	\$ 25,600		\$ 25,600
Tyler Professional Services	\$ 578,002	\$ 603,602	\$ 1,181,604
Reimbursements Tyler Travel Expenses	\$ 55,549	\$ 55,549	\$ 111,099
Hardware and System Software			
Odyssey Hardware and Software	\$ 82,990	\$ 82,990	\$ 165,980
Paid to/through Urban Counties: CIJS Software			
Enterprise License	\$ 751,000		\$ 751,000
Additional Products License	\$ 231,000	\$ 510,000	\$ 741,000
Software Maintenance		\$ 206,220	\$ 206,220
Urban Counties Cost Sharing			
Enterprise Modifications		\$ 37,736	\$ 37,736
Quality Assurance	\$ 12,000	\$ 12,000	\$ 24,000
Contract Administration (not to exceed)		\$ 24,000	\$ 24,000
Totals by Fiscal Year	\$ 1,710,541	\$ 1,532,097	\$ 3,242,639

Notes:

Software Maintenance above reflects the total, not-to-exceed annual maintenance upon go-live of all modules. Actual Software Maintenance payments will be prorated for each module based on the go-live date.

Notwithstanding Section 4.4 of the Addendum, Johnson County shall not have any obligation to pay the amount shown for the FY2014 Software License Fee (\$982,000) or the Quality Assurance fee (\$12,000) or any charges other than those attributed to the conduct of the Business Process Review and the development of the Implementation Plan until 30 days following the issuance of a Notice to Proceed by Johnson County, Texas. Payment and such Notice to Proceed is contingent upon approval by the Johnson County Commissioners Court following the completion of the Business Process Review and the approval of the Implementation Plan by the Commissioners Court and execution of the Notice to Proceed by the County Judge of Johnson County.

Attachment B: End User License and Professional Services Agreement

Attachment C: Software as a Service and Professional Services Agreement (Not Applicable)

Attachment D: Master Agreement



End User License Agreement and Professional Services Agreement

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

Background

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

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

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

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

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

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

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

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

TYLER TECHNOLOGIES, INC.

END USER

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: December 17, 2013

Date: 1-13-14

Name: Bret Dixon

Name: Roger Harmon

Title: Chief Operating Officer, C&J

Title: Johnson County Judge

Address: 5101 Tennyson Parkway

Address: #2 main Street

Plano, TX 75024

Cleburne, Tx 76033

**(Schedule 1)
Investment Summary**

Software & Services			
Licensed Software			
Odyssey Case Manager for all Case Types (County, District, and JP Courts)			\$751,000
Odyssey Attorney Manager			Included
Odyssey Jail Manager			\$375,000
Odyssey Mugshots			\$29,000
Odyssey Jail Data Export			\$19,000
Odyssey Law Enforcement			\$62,000
Odyssey Check Manager			\$54,000
Auto Attach			\$19,000
Record on Appeal Creator			\$10,000
Public Access- Agency & Attorney			\$16,000
eSignatures & Merged to Tiff			\$34,000
Case Manager Integration Toolkit			\$50,000
SessionWorks Judge Edition (12 users)			\$48,000
Jail Manager Integration Toolkit			\$25,000
T&M Services			
	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Project Management	160.00	1,920	\$307,200
Implementation Plan	160.00	160	\$25,600
Business Process Review	149.00	120	\$17,880
Data Conversion	149.00	2,400	\$357,600
Setup, Configuration, Consulting	149.00	1,548	\$230,652
Training & Go-live Assistance	138.00	1,944	\$268,272
None			

Maintenance & Support	
Standard	\$157,710
Standard	-
Standard	\$78,750
Standard	\$6,090
Standard	\$3,990
Standard	\$13,020
Standard	\$11,340
Standard	\$3,990
Standard	\$2,100
Standard	\$3,360
Standard	\$7,140
Standard	\$10,500
Standard	\$10,080
Standard	\$5,250

Total License Fees	\$ 1,492,000
T&M Services	\$ 1,207,204
Subtotal	\$ 2,699,204
Estimated Travel Expenses	\$ 111,099
Total Contract Price	\$ 2,810,303

Maintenance & Support Fees:	\$313,320
Maintenance Effective Date:	Upon Contract Execution

Schedule 1A

Maintenance Fee Allocation by Product Type

	Case management products	Jail management products
Case Management for all Case Types County, District and JP Courts Attorney Manager	\$ 751,000	
Additional Products - County License		
Jail Management		\$ 375,000
Odyssey Mugshots		\$ 29,000
Odyssey Jail Export		\$ 19,000
Jail Manager Integration Tool Kit		\$ 25,000
Odyssey Law Enforcement		\$ 62,000
Odyssey Check Manager	\$ 54,000	
Auto Attach	\$ 19,000	
Record on Appeal Creator	\$ 10,000	
Public Access-Agency & Attorney	\$ 16,000	
e-Signature + Merged to Tiff	\$ 34,000	
Case Manager Integration Toolkit	\$ 50,000	
Judges Edition (12 Users)	\$ 48,000	
Total - Local County Licenses	License Fees \$ 982,000	\$ 510,000
	Maintenance \$ 206,220	\$ 107,100
	Waived through Oct 1, 2014	Waived through Oct. 1, 2015

Software License and Professional Services Agreement

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

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

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

1. CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21. T&M means time and materials.

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

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

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including,

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

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

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

2.2. Implementation Plan.

- (a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.
- (b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.
- (c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End

User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.

- (d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.
- (e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

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

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

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

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

responsible for procuring and paying for all Third Person Software.

3.5. Title.

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

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 10.

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

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

4. **FEES AND INVOICING**

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

Payment Event	% of License Fee Payable
Issuance of a Notice to Proceed	60%
Commencement of Operational Use	40%

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

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

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

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a

properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

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

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement and with regard to timing of Maintenance and Support Fees, as provided on Schedule 1A. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. **PROJECT IMPLEMENTATION**

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

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

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

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

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

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

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

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

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

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

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

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

8. TRAINING

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

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the Effective Date, Tyler shall provide End User with maintenance and support services for the Licensed Software. Maintenance and Support Fees are hereby waived through October 1, 2014 with regard to case management related products and through October 1, 2015 with regard to jail management related products as further reflected on Schedule 1A and End User shall pay the Maintenance and Support Fees thereafter as provided in the Maintenance and Support Services Agreement.

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

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

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

a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

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

11. ESCROW

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

12. REPRESENTATIONS AND WARRANTIES

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

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

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

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

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal

certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

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

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

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

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

14.2. Intellectual Property.

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

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

15. TAXES

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

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

16. INSURANCE

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

17. TERM, SUSPENSION, AND TERMINATION

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

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

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

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

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

(iii) breach of Section 10; or

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

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

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

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; 10; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

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

19. MISCELLANEOUS

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

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

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

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage

receipt requested, to the Parties at respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

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

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

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

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

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

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

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

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

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

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

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

equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and 10 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

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

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(Exhibit B)
Maintenance and Support Services Agreement

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

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

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

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

1. CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new

disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

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

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

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

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

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

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

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

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

2. END USER RESPONSIBILITIES

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

2.2. Other End User Responsibilities. End User shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and
- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

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

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

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business

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

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

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

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

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

- (a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to End User regarding resolution of said non-defect failure(s); and
- (c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

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

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End

User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

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

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

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

4. ADDITIONAL SUPPORT SERVICES

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

thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

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

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

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

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

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

7. FEES

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

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

- (a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments

from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

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

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

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

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

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of the End User License Agreement and Professional Services Agreement (the "Effective Date") and shall continue in effect for an initial term through October 1, 2015; provided, however, that at the end of such initial term, and on each subsequent anniversary of the expiration thereof, the term shall automatically extend for an

additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

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

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

9. LIMITATION OF LIABILITY

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

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

10. DISPUTE RESOLUTION

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

11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

Budget Proposal

Texas Conference of Urban Counties



TYLER TECHNOLOGIES, INC. COURTS & JUSTICE SOLUTIONS
6500 International Parkway, Suite 200, Plano, Texas 75093

Participating Member County : Johnson County

Budget Letter Date: 8/12/2013

Tyler Technologies Contact: John Galbraith
Senior Account Executive
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
john.galbraith@tylertech.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: 50%

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

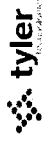
Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3.5 days/trip. 498 est. days onsite.
142 est. trips.

Overnight hotel required? **Yes**
Air travel required? **no**

Software Licenses	License Fee
CUC Enterprise License	Included in CUC Enterprise License
Case Management for all Case Types	Yes
County, District and JP Courts	Yes
Attorney Manager	Yes
Additional Products - County License	
Jail Management	Yes 375,000
Odyssey Mugshots	Yes 29,000
Odyssey Jail Export	Yes 19,000
Odyssey Law Enforcement	Yes 62,000
Odyssey Check Manager	Yes 54,000
Auto Attach	Yes 19,000
Record on Appeal Creator	Yes 10,000
Public Access-Agency & Attorney	Yes 16,000
e-Signature + Merged to Tiff	Yes 34,000
Case Manager Integration Toolkit	Yes 50,000
Judges Edition (12 Users)	Yes 48,000
Jail Manager Integration Toolkit	Yes 25,000
Total - Local County Licenses	741,000
Implementation Services	Hours Cost
Summary	
Project Management	1,920 307,200
Implementation Plan	160 25,600
Business Process Review	104 15,496
Data Conversion	2,400 357,600
Interfaces	- -
Customization	- -
Configuration & Consulting	1,472 219,328
Training	716 98,808
Go-Live Assistance	1,148 158,424
Other Services	172 24,748
Services Totals	8,092 1,207,204
Travel Allowance Budget	111,099
Odyssey Hardware & System Software	165,980
CUC Enterprise License Fee	751,000
Total Software License & Implementation Services	2,976,283

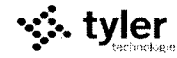
Services Detail



CUC Products	Rate	Hours	Cost	Rate	Hours	Cost
Project Management	160	1,920	307,200			
Implementation Plan	160	160	25,600			
Customization	149		-			
Courts (Case Manager)						
Civil, Family and Probate (CC & DC)						
Business Process Review	149	18	2,682	Law Enforcement-Civil Papers Only	149	In Scope
Data Conversion	149	656	97,744	Business Process Review	149	8 1,192
Interfaces	149	-	-	Data Conversion	149	50 7,450
Configuration & Consulting	149	280	41,720	Interfaces	149	-
Training	138	112	15,456	Configuration & Consulting	149	180 26,820
Go-Live Assistance	138	224	30,912	Training	138	80 11,040
Criminal (CC & DC)				Go-Live Assistance	138	100 13,800
Business Process Review	149	18	2,682	Check Manager		In Scope
Data Conversion	149	360	53,640	Business Process Review	149	8 1,192
Interfaces	149	-	-	Data Conversion	149	100 14,900
Configuration & Consulting	149	264	39,336	Interfaces	149	-
Training	138	108	14,904	Configuration & Consulting	149	72 10,728
Go-Live Assistance	138	176	24,288	Training	138	36 4,968
Justice of the Peace (8 Locations)				Go-Live Assistance	138	24 3,312
Business Process Review	149	26	3,874	Probation		Out of Scope
Data Conversion	149	734	109,366	Business Process Review	149	-
Interfaces	149	-	-	Data Conversion	149	-
Configuration & Consulting	149	280	41,720	Interfaces	149	-
Training	138	112	15,456	Configuration & Consulting	149	-
Go-Live Assistance	138	360	49,680	Training	138	-
Attorney Manager				Go-Live Assistance	138	-
Business Process Review	149	18	2,682	Integration Toolkit		In Scope
Data Conversion	149	250	37,250	Business Process Review	149	-
Interfaces	149	-	-	Data Conversion	149	-
Configuration & Consulting	149	136	20,264	Interfaces	149	-
Training	138	88	12,144	Configuration & Consulting	149	-
Go-Live Assistance	138	64	8,832	Training	138	-
Jail Manager				Go-Live Assistance	138	-
Business Process Review	149	8	1,192	Rec on Appeal, Auto Attach, e-Sig., PA (Att./Agency Secure)		
Data Conversion	149	250	37,250	Business Process Review	149	16 2,384
Interfaces	149	-	-	Data Conversion	149	-
Configuration & Consulting	149	260	38,740	Interfaces	149	-
Training	138	180	24,840	Configuration & Consulting	149	76 11,324
Go-Live Assistance	138	200	27,600	Training	138	48 6,624
				Go-Live Assistance	138	32 4,416
Total Services - CUC Products		7,262	1,087,054	Total Services - Additional Products		830 120,150

Assumptions Detail

Johnson County



Project Management

- 1) Project manager will be dedicated to client project for 50% of 24 month project duration, or up to 1,920 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) 160 hours plus any required travel expenses is allocated for the development of the Implementation Plan.
- 3) Work on Implementation Plan will begin approximately 30 days after County executes Participation Agreement.
- 4) Project state date will be approximately 30 days following Notice to Proceed.

Fit Analysis

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

Data Conversion

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

Approach 2 - Standard data conversion by Tyler analysts

<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.</p> <p>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.</p> <p>B) Tyler will provide training on the use of the IFL Conversion Tool to Participating Member County's technical staff.</p> <p>C) Tyler assumes that County's technical staff is already proficient in the Microsoft SQL Server database.</p> <p>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.</p> <p>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.</p> <p>B) Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's existing IFL Conversion Tool.</p> <p>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 _____ typical interfaces.
- 3) On average, typical interfaces are estimated at 80-150 hours each. This proposal includes a total of _____ 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. Warrant Integration from Odyssey to OSSI RMS solution .
 - I-2. Disbursement of OFM balances to GL accounts in PeopleSoft Financial System.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 _____ - _____ 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 _____ 1,472 _____ 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 _____ 716 _____ 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 _____ 1,148 _____ 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 NOT required.
- 3) Travel is based on average estimated daily expenses as follows:

\$50 Meals/day	\$48 Auto mileage or rental car/day & parking
\$125 Lodging/day	\$250 Per roundtrip airline ticket.
- 4) Based on the percent travel assumptions reflected below, Tyler estimates approximately 498 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 142 trips.
- 6) Activities are estimated as follows for percent requiring travel to client site:

Travel Assumptions	Daily Est. Expenses:			Meals	Hotel	Auto
	%Onsite	# Days	\$50			
Project Management	70%	168	8,400	21,000	8,064	
Implementation Plan	70%	14	700	1,750	672	
Business Process Review	70%	9	455	1,138	437	
Data Conversion	0%	-	-	-	-	
Interfaces	0%	-	-	-	-	
Customization	5%	-	-	-	-	
Configuration & Consulting	50%	92	4,600	11,500	4,416	
Training	80%	72	3,580	8,950	3,437	
Go-Live Assistance	100%	144	7,175	17,938	6,888	
Other Services	0%	-	-	-	-	
			24,910	62,275	23,914	
				Subtotal	111,099	
Airline trips:		-			-	
Average roundtrip ticket price:	\$250			Subtotal Airline	-	
				Total Travel	111,099	

CUC MASTER AGREEMENT

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

Background

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

- 1.6 CUC means the Texas Conference of Urban Counties, Inc.
- 1.7 CUC Technical Committee means the committee of individuals identified in writing from time to time by the CUC that will perform the functions set forth in Section 5.
- 1.8 Current Production Software Version means the most recent production version of Tyler's court management system that is then running on Tyler's client sites as of the relevant date.
- 1.9 Discounted License Fee means the license fee applicable to each Member County that executes an End User License Agreement prior to December 31, 2010 as set forth on the Discounted Member County Price List.
- 1.10 Discounted Member County Price List means the discounted license fees price list for each Member County as set forth on Exhibit A, which shall be in effect until December 31, 2010.
- 1.11 Documentation means the user's manuals and any other materials in any form or media provided by Tyler to the users of the Judicial Software for the users' respective operation of the Judicial Software in accordance with this Agreement.
- 1.12 Effective Date means the date set forth in the first paragraph of the Agreement.
- 1.13 End User means a County that acquires the rights to the Products pursuant to the applicable End User License Agreement.
- 1.14 End User License Agreement means Tyler's standard Software License and Professional Services Agreement, which is attached hereto as Exhibit D.
- 1.15 Enterprise License Fee means the license fee applicable to each County as set forth on the Enterprise Price List.
- 1.16 Enterprise Modifications means the list of functions to be designated by the CUC Technical Committee as an Enterprise Modification pursuant to this Agreement.
- 1.17 Enterprise Price List means the Enterprise License Fees set forth on Exhibit A for (a) each Member County that executes an End User License Agreement after December 31, 2010 and prior to the end of the Term, and (b) each Non-Member County that executes an End User License Agreement prior to the end of the Term.
- 1.18 Implementation Plan means the Implementation Plan to be developed between Tyler and each End User upon such End User executing a Plan Request. The Implementation Plan shall provide for timetables, milestones, Deliverables, and fees and expenses for, among other things, (a) the development of Local Modifications for the End User, (b) the delivery and installation of the applicable Products for the End User, (c) the training of End User personnel, (d) the staffing plan for the implementation of the Project, and (e) a scheduled timetable for periodic update reporting on the status of the project by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.35 Territory means the State of Texas.

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

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

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

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

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

1.40 Term has the meaning set forth in Section 13.1.

2. APPOINTMENT OF CUC

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

3. CUC RESPONSIBILITIES

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

(a) with respect to the Judicial Software:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TYLER RESPONSIBILITIES

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

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

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

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

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

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

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

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

5. ADDITIONAL RESPONSIBILITIES AND COVENANTS

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

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

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

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

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

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

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

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

6. PAYMENT OBLIGATIONS

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

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

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

6.4 Maintenance and Support Service Charges.

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

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

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

7. PROPERTY RIGHTS

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

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

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

8. CONFIDENTIAL INFORMATION

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

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

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

9. REPRESENTATIONS AND WARRANTIES

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

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

10. LIMITATION OF LIABILITY

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

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

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

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

11. INDEMNIFICATION

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

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

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

12. INSURANCE

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

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

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

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

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

13. TERM, SUSPENSION, AND TERMINATION

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

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

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

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

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

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

14. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

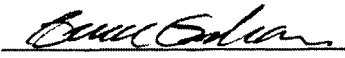
14.15 Equitable Relief. The CUC agrees that any violation of this Agreement by the such party with respect to its respective obligations set forth in Section 8 shall cause irreparable injury to Tyler and shall entitle Tyler to extraordinary and equitable relief by a court of competent jurisdiction, including,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

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

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

TYLER TECHNOLOGIES, INC.

By: 
Name: Donald Lee
Title: Executive Director
10/2/09

By: 
Name: BRUCE GRAHAM
Title: PRESIDENT, COURTS of JUSTICE

Exhibits

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

**MASTER AGREEMENT
EXHIBIT A – PRICE LIST**

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

Individual Case Type License Fees:

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

ANNUAL MAINTENANCE & SUPPORT PRICING

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

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

Section 1. Optional Applications and Modules

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

Section 2. Optional Add-on Features

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

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

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

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

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

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

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

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

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

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

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

**CUC Master Agreement
Amendment No. 1**

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

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

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

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

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

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

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

- (a) At least twice per year, Tyler, the CUC, and the CUC Technical Committee (or such other representatives as may be designated by the CUC Oversight Board) shall meet jointly to identify potential Strategic Initiatives.
- (b) Potential Strategic Initiatives may be identified for any of the modules and/or software components available through the Master Software License and Professional Services Agreement.
- (c) End Users, Tyler, or the CUC may suggest that modifications that have already been completed either as Enterprise Modifications or Local Modifications be considered as Strategic Initiatives.

- (d) For each Strategic Initiative authorized by the CUC pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC for inspection and approval. Upon approval by the CUC, Tyler shall develop and implement the Strategic Initiative on a T&M basis at Tyler's then current hourly rates, subject to the credits and discounts set forth in (e), in accordance with the applicable CPD document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.
- (e) Upon approval of each Strategic Initiative as set forth in (b), Tyler shall issue a credit to the CUC for 50% of the cost of developing the CPD. Additional development or other services provided by Tyler to implement the Strategic Initiative shall be invoiced at a discount equal to 50% of Tyler's then current hourly rate for such services as set forth in the Agreement.
- (f) Upon completion of the Verification Procedure (as set forth in Section 5 of the Agreement): (i) Tyler shall add the applicable Strategic Initiative to the Optional Software Price List; (ii) the Strategic Initiative shall be deemed Optional Software as set forth in the Agreement; and (iii) the CUC shall designate in writing to Tyler a list of End Users who may license the applicable Strategic Initiative without an Optional Software License Fee.
- (g) On an annual basis, the CUC may update the list(s) of End User who may license any or all applicable Strategic Initiative(s) without an Optional Software License Fee so that newly enrolled and existing End User(s) are encouraged to continue contributing toward the expansion of the Enterprise Modification program.
- (h) Nothing in the Agreement, this Amendment, or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Strategic Initiatives, Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

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

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

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

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

- (a) 25% of the license fees sold in the first year; and
- (b) 25% of the license fees sold in the second year; and
- (c) 25% of the license fees sold in the third year; and
- (d) 25% of the license fees sold in the fourth year.

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

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

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

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

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

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

TYLER TECHNOLOGIES, INC.

Signature: 

Signature: 

Date: 9/20/10

Date: 9/24/10

Name: Donald Lee

Name: Bruce Graham

Title: Executive Director

Title: President - Courts & Justice Solutions

**CUC Master Agreement
Amendment No. 2**

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

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

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

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

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

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

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

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

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

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

7. SaaS Fees.

- a. Tyler shall invoice the CUC for SaaS Fees incurred by an End User in accordance with the terms of the SaaS Agreement, which, in any event, shall provide that the SaaS Fees shall be billed annually in advance. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the SaaS Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each End User and collecting payments from the applicable End User with respect to the SaaS Fees. The CUC shall remit to Tyler all SaaS Fees collected on behalf of an End User, less a six percent (6%) administrative fee, which shall be retained by the CUC. The CUC shall make such remittances to Tyler promptly, but in no event later than thirty (30) business days after receipt by the CUC of SaaS Fees from an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future SaaS Fees.
- b. In order to encourage prompt and timely payment of the SaaS Fees by each End User, each SaaS Agreement shall provide for the following: (i) all SaaS Fees shall be due and payable by the End User to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the End User shall be liable for such interest, on all late payments of SaaS Fees as set forth in the SaaS Agreement; (iii) and Tyler may, in its sole discretion, suspend services or take other actions set forth in the SaaS Agreement with respect to an End User for all outstanding invoices that are sixty (60) days or more past due.
- c. Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

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

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

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

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

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

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

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

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

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

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


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


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

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

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

TYLER TECHNOLOGIES, INC.

Signature: 
Date: 2/8/12

Signature: 
Date: 2/27/12

Name: Donald Lee

Name: Bruce Graham

Title: Executive Director

Title: President - Courts & Justice Solutions

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

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

Software as a Service pricing is applicable to:

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

Optional features may incur an additional per user monthly fee.

**MASTER AGREEMENT
EXHIBIT A - PRICE LIST**

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

Individual Case Type License Fees:

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

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support: 18% of License Fee

Tier 1 Maintenance & Support: 21% of License Fee