

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

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Hidalgo, Texas ("Hidalgo County") and became effective on July 1, 2008 and executed by all parties July 9, 2008 as follows:

- 1) The term of the addendum is extended to December 31, 2012.
- 2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010" with the revised attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012."
- 3) Except as set forth herein, all provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 16th day of March, 20 12.

COUNTY OF HIDALGO

Ramon Garcia
By: County Judge

Approved as to form:

Name: Donald Lee

Title: Executive Director

Date: March 21, 2012

Approved by Commissioners' Court
on 3/6/12 RW

TEXAS CONFERENCE OF URBAN COUNTIES

Don Lee
By: Executive Director

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modification and contract Administration and Quality Assurance for Fiscal Year 2012. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioner's Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement at the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan(s), as amended.

			Estimated Amount	Payment Date
Court and District Attorney Software License Fees				
Enterprise Custom Reporting Payment 1			\$ 19,500	March, 2012
Public Access Online Docs Payment 1			\$ 8,000	March, 2012
Public Access Agency Secure Payment 1			\$ 3,500	March, 2012
Enterprise Custom Reporting Payment 2			\$ 19,500	May, 2012
Public Access Online Docs Payment 2			\$ 8,000	May, 2012
Public Access Agency Secure Payment 2			\$ 3,500	May, 2012
	Annual Amount	Prorated Percentage	Prorated Amount	
Maintenance Fees				
Court Administration- Civil	\$ 126,750	2/3	\$ 84,500	May, 2012
Enterprise Custom Reporting	\$ 8,190	2/3	\$ 5,460	May, 2012
Public Access Online Docs	\$ 3,360	2/3	\$ 2,240	May, 2012
Public Access Agency Secure	\$ 1,470	2/3	\$ 980	May, 2012
		*8 months out of 12		
CUC Texas County Enterprise Mods				
50% Hidalgo County Cost (remaining \$50,544 to be added to January 2013 allocation)			\$ 50,544	April, 2012
CUC Oversight				
Contract Administration			\$ 19,013	April, 2012
Fiscal Year 2012			\$ 224,737	

Note: Annual Maintenance is prorated for the calendar year based on the actual "go live" date. For purpose of this Amendment, the anticipated "go live" date is April 2, 2012. If the actual "go live" is later than April 30, 2012, the Annual Maintenance payments will be reduced from the amount specified in this Amendment, based on the number of months remaining in the calendar year.



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 Hidalgo 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

C. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

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: Tom Bartel

Signature: Ramon Garcia

Date: 3/21/2012

Date: 3/23/12

Name: Tom BARTEL

Name: Ramon Garcia

Title: VP Professional Services

Title: County Judge

Address: 6500 INTERNATIONAL Pkwy

Address: 1615 S. Closner, Ste J

PLANO, TX 75093

Edinburg, TX. 78539

Approved by Commissioners' Court
on 3/6/12 RW

**(Schedule 1)
Investment Summary**

Software & Services			
Software Licenses	License Fees		
Licensed Software			
Enterprise Custom Reporting			\$39,000
Public Access Online Documents			\$16,000
Public Access Agency Secure			\$7,000
Professional Services			
T&M Services	Rate	Hours	Cost
Deployment	149.00	16	\$2,384
Setup, Config, & Consulting	149.00	16	\$2,384
Training	138.00	32	\$4,416
Embedded Third Party Software			
None			

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	\$8,190
Standard	\$3,360
Standard	\$1,470

Total License Fees	\$	62,000
T&M Services	\$	9,184
Subtotal	\$	71,184
Estimated Travel Expenses	\$	1,300
Total Contract Price	\$	<u>72,484</u>

Maintenance & Support Fees:
\$13,020

Maintenance Effective Date:
4/2/2012

(Exhibit A)
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. 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. 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. [Reserved]

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 **Error! Reference source not found.**

(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
Contract Execution.	50%
May 1, 2012	50%

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. All such costs, payments, and reimbursements shall be subject to the same terms, and in no greater amount, than provided by the lesser of Tyler's internal travel reimbursement policy or the End User's written travel reimbursement policy provided that End User provides Tyler with a copy of such policy in advance of any required travel.

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. 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 of receipt of License Fees and Maintenance and Support Fees from End User, 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 commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

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 **Error! Reference source not found.**; 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; **Error! Reference source not found.**; 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 binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**

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 prepaid, return receipt requested, to the Parties at their 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 **Error! Reference**

source not found, 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 Procedure 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 1 (the "Maintenance and Support Fees") except for the first year of the agreement in which the maintenance and support fees will be prorated as set forth in the following payment plan:

Payment Event	Portion of Annual M&S Fees Payable
Enterprise Custom Reporting, May 1, 2012	\$5,460.00
Public Access On-Line Documents, May 1, 2012	\$2,240.00
Public Access Agency Secure, May 1, 2012	\$980.00

7.2.

7.3. **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 of receipt of License Fees and Maintenance and Support Fees, 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.

7.4. 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.

7.5. **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.

7.6. **Suspension of Services for Non-payment.** Tyler may suspend performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period 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 this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the 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 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]

Amended and Restated Implementation Plan
Phase 1

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAS, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 1 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 2 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 1 Implementation Plan of July 1, 2008 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated July 1, 2008 which shall be deemed wholly replaced.

To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

Dated this 6th day of ~~February~~ ^{March}, 2012.

Hidalgo County, TX

Ramon Garcia

Name: Ramon Garcia

Title: County Judge

Approved by Commissioners' Court

on 3/6/12 RW

Tyler Technologies, Inc.

Tom Bartel

Name: Tom Bartel

Title: 3/21/2012

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan

tyler *technologies*

Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000

Plano, TX 75093

Tel: 972.713.3770

Fax: 972.713.3777

www.tyler-tso.com

Participating Member County: Hidalgo Phase I Civil

Budget Letter Date: N/A

Last Updated: 2/15/2012

Tyler Technologies Contact: Steve Moerbe
 Accounts Manager
 Tyler Technologies
 6500 International Parkway, Suite 2000
 Plano, Texas 75093
 972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

*See Assumptions Detail for more information

Expected Project Duration

CUC Enterprise Products: 5 Months

Additional Products:

Total: 5 Months

Project Management dedication:

75%

Number of Interfaces:

0

Data Conversion Approach:

Approach 1 - Standard conversion of TSG UNIX products

Training Approach:

Tyler to perform direct training to end-users

Travel Allowance Assumptions

3 days/trip. 503 est. days onsite.
 168 est. trips.

Overnight hotel required? Yes

Air travel required? Yes

Software Licenses

CUC Enterprise License

Case Management	Yes	Included in CUC Enterprise License	License Fee
Probate & Mental Health	Yes		
Civil & Family	Yes		
Criminal	Yes		
Justice of the Peace	Yes		
Prosecutor	Yes		
Additional Products - County License			
Jail Management	Yes		
Law Enforcement/RMS	Yes		
Community Supervision	Yes		
Hot Checks	Yes		included

Total - Local County Licenses

Implementation Services

Summary	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
1 Project Management	1,557	1,690	141,955	245,050
2 Implementation Plan		120	17,400	17,400
3 Customization	2,000	154	132,210	20,020
4 Interfaces*	450	-	58,500	-
5 Fit Analysis	104	127	15,080	16,510
6 Data Conversion	160	685	25,480	89,050
7 Configuration & Consulting	360	1,181	52,000	153,530
8 Training	360	1,720	44,775	67,000
9 Go-Live Assistance	240	400	30,000	50,000
Other Services				
Services Totals	5,231	6,077	517,400	658,560

Travel Allowance Budget

prev 59,000

131,467

Total Software License & Implementation Services

Original 576,400

Adjusted 790,027

Total Software License & Implementation Services

Original 576,400

Adjusted 790,027

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan- Services Detail

Hidalgo County Phase I

tyler works.

Original Hours	Rate	Original Cost	Adjusted Hours	Adjusted Cost	Additional Products	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost
CUC Products									
979	145	141,955	1,690	245,050	Project Management	-	-	-	-
120	145	17,400	120	17,400		-	-	-	-
1,017	130	132,210	154	20,020	Customization	-	-	-	-
450	130	58,500	-	-		-	-	-	-
Courts									
Probate & Mental Health (CC)									
16	130	2,080	27	3,510	Jail Management	-	-	-	-
80	130	10,400	80	10,400	Fit Analysis	-	-	-	-
-	130	-	-	-	Data Conversion	-	-	-	-
120	130	15,600	120	15,600	Interfaces	-	-	-	-
118	125	14,775	118	14,750	Configuration & Consulting	-	-	-	-
80	125	10,000	80	10,000	Training	-	-	-	-
Civil & Family (CC & DC)									
100	130	13,000	100	13,000	Go-Live Assistance	-	-	-	-
116	130	15,080	605	78,650	Law Enforcement / RMS	-	-	-	-
280	130	36,400	1,061	137,930	Fit Analysis	-	-	-	-
240	125	30,000	418	52,250	Data Conversion	-	-	-	-
160	125	20,000	320	40,000	Interfaces	-	-	-	-
Original (CC & DC)									
-	130	-	-	-	Configuration & Consulting	-	-	-	-
-	130	-	-	-	Training	-	-	-	-
-	130	-	-	-	Go-Live Assistance	-	-	-	-
-	125	-	-	-	Probation	-	-	-	-
-	125	-	-	-	Fit Analysis	-	-	-	-
Prosecutor									
-	130	-	-	-	Data Conversion	-	-	-	-
-	130	-	-	-	Interfaces	-	-	-	-
-	130	-	-	-	Configuration & Consulting	-	-	-	-
-	125	-	-	-	Training	-	-	-	-
-	125	-	-	-	Go-Live Assistance	-	-	-	-
Justice of the Peace									
-	130	-	-	-	Hot Checks	-	-	-	-
-	130	-	-	-	Fit Analysis	-	-	-	-
-	130	-	-	-	Data Conversion	-	-	-	-
-	130	-	-	-	Interfaces	-	-	-	-
-	130	-	-	-	Configuration & Consulting	-	-	-	-
-	125	-	-	-	Training	-	-	-	-
-	125	-	-	-	Go-Live Assistance	-	-	-	-
Other/Additional Services									
-	130	-	-	-	Other/Additional Services	-	-	-	-
-	130	-	-	-		-	-	-	-
-	130	-	-	-		-	-	-	-
-	130	-	-	-		-	-	-	-
-	125	-	-	-		-	-	-	-
-	125	-	-	-		-	-	-	-
3,876		517,400	4,893	658,560	Total Services - Additional Products	-	-	-	-

Total Services - CUC Products

Total Services - Additional Products

Hidalgo County Implementation Plan for Invoicing - Phase I and II

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	\$141,955.00	711	\$103,095.00	1,690	\$245,050.00	1,388	\$201,310.03
Implementation Plan	145	120	\$17,400.00	0	\$0.00	120	\$17,400.00	120	\$17,400.00
Customization	130	1,017	\$132,210.00	(863)	(\$112,190.00)	154	\$20,020.00	153	\$19,922.50
Fit Analysis	130	116	\$15,080.00	11	\$1,430.00	127	\$16,510.00	127	\$16,445.00
Data Conversion	130	196	\$25,480.00	489	\$63,570.00	685	\$89,050.00	545	\$70,882.50
Interfaces	130	450	\$58,500.00	(450)	(\$58,500.00)	0	\$0.00		\$0.00
Configuration & Consulting	130	400	\$52,000.00	781	\$101,530.00	1,181	\$153,530.00	1,018	\$132,275.00
Training	125	358	\$44,775.00	178	\$22,225.00	536	\$67,000.00	96	\$12,000.00
Go-Live Assistance	125	240	\$30,000.00	160	\$20,000.00	400	\$50,000.00	40	\$5,000.00
P1 - Services Total		3,876	\$517,400.00		\$141,160.00	4,893	\$658,560.00	3,487	\$475,235.03
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	\$264,480.00	(528)	(\$76,582.00)	1,296	\$187,898.00	24	\$3,407.50
Implementation Plan	145	16	\$2,320.00	0	\$0.00	16	\$2,320.00	0	\$0.00
Customization	130	3,225	\$419,250.00	(448)	(\$58,240.00)	2,777	\$361,010.00	163	\$21,125.00
Fit Analysis	130	296	\$38,480.00	0	\$0.00	296	\$38,480.00	9	\$1,137.50
Data Conversion	130	722	\$93,860.00	0	\$0.00	722	\$93,860.00	0	\$0.00
Interfaces	130	450	\$58,500.00	0	\$0.00	450	\$58,500.00	0	\$0.00
Configuration & Consulting	130	850	\$110,500.00	0	\$0.00	850	\$110,500.00	15	\$1,917.50
Training	125	971	\$121,338.00	(51)	(\$6,338.00)	920	\$115,000.00	9	\$1,062.50
Go-Live Assistance	125	700	\$87,500.00	0	\$0.00	700	\$87,500.00	0	\$0.00
P2 - Services Total		9,054	\$1,196,228.00		(\$141,160.00)	8,027	\$1,055,068.00	218	\$28,650.00
Total Services		12,930	\$1,713,628.00			12,920	\$1,713,628.00		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			\$59,000.00		\$72,467.00		\$131,467.00		\$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			\$160,717.00		(\$72,467.00)		\$88,250.00		\$0.00
Travel Expense Estimate			\$219,717.00				\$219,717.00		\$68,000.00
Services and Travel Total			\$1,933,345.00				\$1,933,345.00		\$68,000.00

Amended and Restated Implementation Plan
Phase 2

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAS, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, the Phase 2 Implementation Plan contained a financial plan allocating the costs for various components of the phase 2 implementation project such as software, professional services and expenses; and

WHEREAS, at the time of approval of Amendment 2 to the Urban Counties TechShare Resource Sharing Addendum in April 2009 that authorized the initiation of phase 2 of the implementation project, phase 1 of the implementation project had not been completed and was then still underway; and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 2 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 1 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 2 Implementation Plan of March 2, 2009 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated March 2, 2009 which shall be deemed wholly replaced.

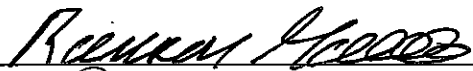
To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

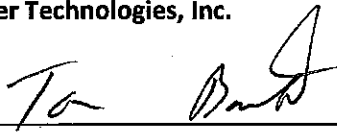
Dated this 6th day of ~~February~~ ^{March}, 2012.

Hidalgo County, TX


Name: Ramon Garcia
Title: County Judge

Approved by Commissioners' Court
on 3/6/12 RW

Tyler Technologies, Inc.


Name: Tom BARTEL
Title: 3/21/2012

Implementation Plan *tyler@ttk.com*

Texas Conference of Urban Counties

Tyler Technologies, Inc.

5500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tt.com

Participating Member County : Hidalgo - Phase II CJIS

Budget Letter Date: Phase II Implementation Plan

Last Updated: 2/15/2012

Tyler Technologies Contact: Steve Moerbe
 Accounts Manager
 Tyler Technologies
 6500 International Parkway, Suite 2000
 Plano, Texas 75093
 972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

*See Assumptions Detail for more information

Expected Project Duration

CUC Enterprise Products & Additional Products: 10 Months
 Total: 10 Months

Project Management dedication:

75%

Number of Interfaces:

1

Data Conversion Approach:

Approach 1 - Standard conversion of TSG UNIX products

Training Approach:

Tyler to perform direct training to end-users

Travel Allowance Assumptions

3 days/trip. 416 est. days onsite.
 139 est. trips.

Overnight hotel required? Yes

Air travel required? Yes

Software Licens

CUC Enterprise License Case Management	Included (Y/N)	License Fee
Probate & Mental Health	Yes	
Civil & Family	Yes	
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	Yes	375,000
Law Enforcement/RMS	Yes	included
Community Supervision	Yes	
Hot Checks	Yes	90,000
Total - Local County Licenses		465,000

Implementation Services

Summary	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Project Management	1,824	1,296	264,480	187,898
Implementation Plan	16	16	2,320	2,320
Customization	3,225	2,777	419,250	361,010
Interfaces*	450	450	58,500	58,500
Fit Analysis	296	296	38,480	38,480
Data Conversion	722	722	93,860	93,860
Configuration & Consulting	850	850	110,500	110,500
Training	971	920	121,338	115,000
Go-Live Assistance	700	700	87,500	87,500
Other Services				
Services Totals	9,054	8,027	1,196,228	1,055,068

Travel Allowance Budget

prev 160,717

Total Software License & Implementation Services

Original 1,821,945

Total Software License & Implementation Services

Adjusted 1,608,318

Phase II Implementation Plan- Services Detail

Hidalgo County

tyler works.

	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost	Rate	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost	Rate
CUC Products										
Project Management	1,824	264,480	1,296	187,898	145					
Implementation Plan	16	2,320	16	2,320	145					
Customization	3,225	419,250	2,777	361,010	130					
Interfaces*	450	58,500	450	58,500	130					
Courts										
Probate & Mental Health (CC)										
Fit Analysis	130	-	-	-	130					
Data Conversion	130	-	-	-	130					
Interfaces	130	-	-	-	130					
Configuration & Consulting	130	-	-	-	130					
Training	125	-	-	-	125					
Go-Live Assistance	125	-	-	-	125					
Civil & Family (CC & DC)										
Fit Analysis	130	-	-	-	130					
Data Conversion	130	-	-	-	130					
Interfaces	130	-	-	-	130					
Configuration & Consulting	130	-	-	-	130					
Training 125	125	-	-	-	125					
Go-Live Assistance	125	-	-	-	125					
Criminal (CC & DC)										
Fit Analysis	130	15,600	120	15,600	130	120	15,600			
Data Conversion	130	28,600	220	28,600	130	220	28,600			
Interfaces	130	-	-	-	130	-	-			
Configuration & Consulting	130	46,800	360	46,800	130	360	46,800			
Training - CC	371	46,338	320	40,000	125	320	40,000			
Go-Live Assistance	180	22,500	160	20,000	125	160	20,000			
Prosecutor										
Fit Analysis	130	5,200	40	5,200	130	40	5,200			
Data Conversion	130	9,360	72	9,360	130	72	9,360			
Interfaces	130	-	-	-	130	-	-			
Configuration & Consulting	130	10,400	80	10,400	130	80	10,400			
Training	125	15,000	120	15,000	125	120	15,000			
Go-Live Assistance	125	10,000	80	10,000	125	80	10,000			
Justice of the Peace										
Fit Analysis	130	-	-	-	130	-	-			
Data Conversion	130	-	-	-	130	-	-			
Interfaces	130	-	-	-	130	-	-			
Configuration & Consulting	130	-	-	-	130	-	-			
Training	125	-	-	-	125	-	-			
Go-Live Assistance	125	-	-	-	125	-	-			
Additional Products										
Project Management	-	-	-	-	145	-	-	-	-	
Customization	-	-	-	-	130	-	-	-	-	
Jail Management										
Fit Analysis	80	10,400	80	10,400	130	80	10,400			
Data Conversion	220	28,600	220	28,600	130	220	28,600			
Interfaces	-	-	-	-	130	-	-			
Configuration & Consulting	250	32,500	250	32,500	130	250	32,500			
Training	320	40,000	320	40,000	125	320	40,000			
Go-Live Assistance / RMS	320	40,000	320	40,000	125	320	40,000			
Law Enforcement / RMS										
Fit Analysis	40	5,200	40	5,200	130	40	5,200			
Data Conversion	150	19,500	150	19,500	130	150	19,500			
Interfaces	-	-	-	-	130	-	-			
Configuration & Consulting	120	15,600	120	15,600	130	120	15,600			
Training	120	15,000	120	15,000	125	120	15,000			
Go-Live Assistance	80	10,000	80	10,000	125	80	10,000			
Probation										
Fit Analysis	-	-	-	-	130	-	-			
Data Conversion	-	-	-	-	130	-	-			
Interfaces	-	-	-	-	130	-	-			
Configuration & Consulting	-	-	-	-	130	-	-			
Training	-	-	-	-	125	-	-			
Go-Live Assistance	-	-	-	-	125	-	-			
Hot Checks										
Fit Analysis	16	2,080	16	2,080	130	16	2,080			
Data Conversion	60	7,800	60	7,800	130	60	7,800			
Interfaces	-	-	-	-	130	-	-			
Configuration & Consulting	40	5,200	40	5,200	130	40	5,200			
Training	40	5,000	40	5,000	125	40	5,000			
Go-Live Assistance	40	5,000	40	5,000	125	40	5,000			
Other/Additional Services										
Fit Analysis	-	-	-	-	130	-	-			
Data Conversion	-	-	-	-	130	-	-			
Interfaces	-	-	-	-	130	-	-			
Configuration & Consulting	-	-	-	-	130	-	-			
Training	-	-	-	-	125	-	-			
Go-Live Assistance	-	-	-	-	125	-	-			
Total Services - CUC Products	7,156	954,348	6,111	810,688						
Total Services - Additional Products	1,896	241,880	1,916	244,380						

Hidalgo County Implementation Plan for Invoicing - Phase I and II

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	\$141,955.00	711	\$103,095.00	1,690	\$245,050.00	1,388	\$201,310.03
Implementation Plan	145	120	\$17,400.00	0	\$0.00	120	\$17,400.00	120	\$17,400.00
Customization	130	1,017	\$132,210.00	(863)	(\$112,190.00)	154	\$20,020.00	153	\$19,922.50
Fit Analysis	130	116	\$15,080.00	11	\$1,430.00	127	\$16,510.00	127	\$16,445.00
Data Conversion	130	196	\$25,480.00	489	\$63,570.00	685	\$89,050.00	545	\$70,882.50
Interfaces	130	450	\$58,500.00	(450)	(\$58,500.00)	0	\$0.00		\$0.00
Configuration & Consulting	130	400	\$52,000.00	781	\$101,530.00	1,181	\$153,530.00	1,018	\$132,275.00
Training	125	358	\$44,775.00	178	\$22,225.00	536	\$67,000.00	96	\$12,000.00
Go-Live Assistance	125	240	\$30,000.00	160	\$20,000.00	400	\$50,000.00	40	\$5,000.00
		3,876	\$517,400.00		\$141,160.00	4,893	\$658,560.00	3,487	\$475,235.03
P1 - Services Total									
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	\$264,480.00	(528)	(\$76,582.00)	1,296	\$187,898.00	24	\$3,407.50
Implementation Plan	145	16	\$2,320.00	0	\$0.00	16	\$2,320.00	0	\$0.00
Customization	130	3,225	\$419,250.00	(448)	(\$58,240.00)	2,777	\$361,010.00	163	\$21,125.00
Fit Analysis	130	296	\$38,480.00	0	\$0.00	296	\$38,480.00	9	\$1,137.50
Data Conversion	130	722	\$93,860.00	0	\$0.00	722	\$93,860.00	0	\$0.00
Interfaces	130	450	\$58,500.00	0	\$0.00	450	\$58,500.00	0	\$0.00
Configuration & Consulting	130	850	\$110,500.00	0	\$0.00	850	\$110,500.00	15	\$1,917.50
Training	125	971	\$121,338.00	(51)	(\$6,338.00)	920	\$115,000.00	9	\$1,062.50
Go-Live Assistance	125	700	\$87,500.00	0	\$0.00	700	\$87,500.00	0	\$0.00
		9,054	\$1,196,228.00		(\$141,160.00)	8,027	\$1,055,068.00	218	\$28,650.00
P2 - Services Total									
Total Services									
		12,930	\$1,713,628.00			12,920	\$1,713,628.00		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			\$59,000.00		\$72,467.00		\$131,467.00		\$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			\$160,717.00		(\$72,467.00)		\$88,250.00		\$0.00
			\$219,717.00				\$219,717.00		\$68,000.00
Travel Expense Estimate									
			\$1,933,345.00				\$1,933,345.00		\$68,000.00
Services and Travel Total									