

Amendment to the  
Amended and Restated Implementation Plan  
Phase 1 and 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; and

**WHEREAS**, in July 2007 Hidalgo County, Texas (hereinafter “Hidalgo” or “County”) 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**, 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**, on March 6, 2012 the parties executed an Amended and Restated Implementation Plan for Phase 1 and an Amended and Restated Implementation Plan for Phase 2 whereby certain services hours were reallocated between phases 1 and 2 of the County’s implementation; and

**WHEREAS**, the Parties desire to replace the Implementation Plan schedules that were attached to the said Amended and Restated Implementation Plans to further reallocate services hours; and

**WHEREAS**, Hidalgo additionally desires to replace its current maintenance and support agreement for the Tyler software acquired by the County with Tyler’s current maintenance and support services;

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

The attached Exhibit A - Hidalgo Implementation Plan – Phase I Civil hereby replaces the Hidalgo Implementation Plan – Phase I Civil document attached to the Amended and Restated Implementation Plan Phase I dated March 6, 2012, which attachment shall be considered deleted in its entirety.

The attached Exhibit B - Hidalgo Implementation Plan Phase II – ICJ hereby replaces the Hidalgo Implementation Plan Phase II – ICJ document attached to the Amended and Restated Implementation Plan Phase 2 dated March 6, 2012, which attachment shall be considered deleted in its entirety.

The attached Exhibit C – Maintenance and Support Services Agreement is hereby incorporated, upon the Effective Date noted in Exhibit C, into the contractual agreement between Tyler and the County relating to the Tyler Odyssey software and is intended to replace any prior maintenance and support services agreement related to the Tyler Odyssey software acquired by County thereby. In consideration of the covenants herein, Tyler and Hidalgo agree that the Odyssey Maintenance of \$84,500 reflected in Exhibit

D shall be considered full payment for the 2012 calendar year for the maintenance services due under Exhibit C, the fees listed in Schedule 1 of Exhibit C notwithstanding.

As part of the standard maintenance and support program that the County is adopting above, the software module known as Custom Reporting would be provided by Tyler at no cost. Prior to execution of this Amendment, the County separately acquired said software and incurred license fees related thereto.

The parties hereby agree and confirm that there are currently unpaid and outstanding invoices for services rendered and products provided by Tyler to Hidalgo totaling \$411,811.39 (summary attached for reference as exhibit D) which includes unpaid software license fees for Custom Reporting. The parties further agree that if the \$411,811.39 is paid in full by Hidalgo on or before October 31, 2012, Tyler shall credit the County the \$39,000 Custom Reporting license fee against 2013 maintenance fees that become due under the new maintenance program adopted by the County hereby. If such balance is unpaid after October 31, 2012 the County shall no longer be entitled to the said license fee credit and nothing contained herein shall be deemed a waiver of any rights of Tyler with regard to collection of such fees. Nothing herein shall be deemed to require County to make any payments in contravention of applicable state law.

The parties further understand and agree that maintenance invoices for County's legacy products shall be treated separately and apart from this amendment and nothing herein shall constitute a waiver or satisfaction of amounts due and owing therefor. Such fees shall become due and payable pursuant to those separate agreements.

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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Hidalgo County, TX**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tyler Technologies, Inc.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Hidalgo Implementation Plan – Phase I Civil

# Hidalgo Implementation Plan - Phase I Civil

## Implementation Plan *tyler works.*

Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Texas Conference of Urban Counties

Participating Member County : Hidalgo Phase I Civil

Budget Letter Date: N/A  
 Last Updated: 5/15/2012

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

### Major Assumptions

\*See Assumptions Detail for more information

<b>Expected Project Duration</b>	
CUC Enterprise Products:	5 Months
Additional Products: <u>Months</u>	
Total:	5 Months
<b>Project Management dedication:</b>	75%
<b>Number of Interfaces:</b>	0
<b>Data Conversion Approach:</b>	Approach 1 - Standard conversion of TSG UNIX products
<b>Training Approach:</b>	Tyler to perform direct training to end-users
<b>Travel Allowance Assumptions</b>	
	3 days/trip. 503 <i>est. days onsite.</i> 168 <i>est. trips.</i>
Overnight hotel required?	Yes
Air travel required?	Yes

### Software Licenses

License Fee

#### CUC Enterprise License

Case Management	Yes
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes

**Included In CUC Enterprise License**

#### Additional Products - County License

Jail Management	Yes
Law Enforcement/RMS	Yes
Community Supervision	No
Hot Checks	Yes

included

#### Total - Local County Licenses

-

### Implementation Services

#### Summary

	Original Hours	Adjusted Hours	Original Hours	Adjusted Cost
1 Project Management	1,690.00	1,760.75	245,050.00	255,308.75
2 Implementation Plan	120.00	120.00	17,400.00	17,400.00
3 Customization	154.00	296.00	20,020.00	38,480.00
4 Interfaces*	-	-	-	-
5 Fit Analysis	127.00	98.56	16,510.00	12,812.80
6 Data Conversion	685.00	682.50	89,050.00	88,725.00
7 Configuration & Consulting	1,181.00	1,177.50	153,530.00	153,075.00
8 Training	536.00	544.00	67,000.00	68,000.00
9 Go-Live Assistance	400.00	345.00	50,000.00	43,125.00
Other Services				
<b>Services Totals</b>	<b>4,893.00</b>	<b>5,024.31</b>	<b>658,560.00</b>	<b>676,926.55</b>

#### Travel Allowance Budget

(141,160.00)  
prev 131,467.00 131,467.00

#### Total Software License & Implementation Services

Original 790,027.00

#### Total Software License & Implementation Services

Adjusted 808,393.55



Exhibit B

Hidalgo Implementation Plan Phase II - ICJ

**Implementation Plan** *tyler works.*

Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsq.com

Texas Conference of Urban Counties

Participating Member County : Hidalgo - Phase II ICJS

Budget Letter Date: Phase II Implementation Plan  
 Last Updated: **5/15/2012**

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

**Major Assumptions**

*\*See Assumptions Detail for more information*

<b>Expected Project Duration</b>	
CUC Enterprise Products & Additional Products:	10 Months
	Months
Total:	10 Months
<b>Project Management dedication:</b>	75%
<b>Number of Interfaces:</b>	1
<b>Data Conversion Approach:</b>	Approach 1 - Standard conversion of TSG UNIX products
<b>Training Approach:</b>	Tyler to perform direct training to end-users
<b>Travel Allowance Assumptions</b>	3 days/trip. 416 <i>est. days onsite.</i> 139 <i>est. trips.</i>
Overnight hotel required?	<b>Yes</b>
Air travel required?	<b>Yes</b>

**Software Licenses**

License Fee

**CUC Enterprise License**

Case Management	Yes
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes

**Included In CUC Enterprise License**

**Additional Products - County License**

Jail Management	Yes
Law Enforcement/RMS	Yes
Community Supervision	NO
Hot Checks	Yes

Paid through CUC TechShare	375,000
Paid through CUC TechShare	included
Paid through CUC TechShare	90,000

**Total - Local County Licenses**

**465,000**

**Implementation Services**

**Summary**

	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Project Management	1,295.85	1,225.10	187,898.00	177,639.50
Implementation Plan	16.00	16.00	2,320.00	2,320.00
Customization	2,777.00	2,635.00	361,010.00	342,550.00
Interfaces*	450.00	450.00	58,500.00	58,500.00
Fit Analysis	296.00	296.00	38,480.00	38,480.00
Data Conversion	722.00	722.00	93,860.00	93,860.00
Configuration & Consulting	850.00	929.63	110,500.00	120,852.20
Training	920.00	920.00	115,000.00	115,000.00
Go-Live Assistance	700.00	700.00	87,500.00	87,500.00
Other Services				

**Services Totals**

<b>8,026.85</b>	<b>7,893.73</b>	<b>1,055,068.00</b>	<b>1,036,701.70</b>
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**Travel Allowance Budget**

prev	88,250.00	88,250.00
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**Total Software License & Implementation Services**

**Original 1,608,318.00**

**Total Software License & Implementation Services**

**Adjusted 1,589,951.70**

Phase II Implementation Plan- Services Detail

tyler works.

Phase II						tyler works.						
Rate	Amend #3 Hours	Amend #3 Cost	Am 4 Adjusted Hours	Adjusted Cost	Diff 3v4	Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hour	Adjusted Cost		
<b>CUC Products</b>						<b>Additional Products</b>						
Project Management	145	1,295.85	187,898.00	1,225.10	177,639.50	(70.75)	Project Management	145	-	-		
Implementation Plan	145	16.00	2,320.00	16.00	2,320.00	-	Customization	130	-	20.50	2,665.00	
Customization	130	2,777.00	361,010.00	2,614.50	339,885.00	(162.50)						
Interfaces*	130	450.00	58,500.00	450.00	58,500.00	-						
<b>Courts</b>						<b>Jail Management</b>						
<b>Probate &amp; Mental Health (CC)</b>						<b>Hours Cost Adjusted</b>						
Fit Analysis	130	-	-	-	-	-	Fit Analysis	130	80.00	10,400.00	-	
Data Conversion	130	-	-	-	-	-	Data Conversion	130	220.00	28,600.00	-	
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	
Configuration & Consulting	130	-	-	-	-	-	Configuration & Consulting	130	250.00	32,500.00	-	
Training	125	-	-	-	-	-	Training	125	320.00	40,000.00	-	
Go-Live Assistance	125	-	-	-	-	-	Go-Live Assistance	125	320.00	40,000.00	-	
<b>Civil &amp; Family (CC &amp; DC)</b>						<b>Law Enforcement / RMS</b>						
Fit Analysis	130	-	-	-	-	-	Fit Analysis	130	40.00	5,200.00	-	
Data Conversion	130	-	-	-	-	-	Data Conversion	130	150.00	19,500.00	-	
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	
Configuration & Consulting	130	-	-	-	-	-	Configuration & Consulting	130	120.00	15,600.00	14.75	1,917.50
Training	125	-	-	-	-	-	Training	125	120.00	15,000.00	8.50	1,062.50
Go-Live Assistance	125	-	-	-	-	-	Go-Live Assistance	125	100.00	12,500.00	-	-
<b>Criminal (CC &amp; DC)</b>						<b>Probation</b>						
Fit Analysis	130	120.00	15,600.00	296.00	38,480.00	176.00	Fit Analysis	130	-	-	-	
Data Conversion	130	220.00	28,600.00	722.00	93,860.00	502.00	Data Conversion	130	-	-	-	
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	
Configuration & Consulting	130	360.00	46,800.00	914.88	118,934.70	554.88	Configuration & Consulting	130	-	-	-	
Training - CC	125	320.00	40,000.00	911.50	113,937.50	591.50	Training	125	-	-	-	
Go-Live Assistance	125	160.00	20,000.00	700.00	87,500.00	540.00	Go-Live Assistance	125	-	-	-	
<b>Prosecutor</b>						<b>Hot Checks</b>						
Fit Analysis	130	40.00	5,200.00	-	-	(40.00)	Fit Analysis	130	16.00	2,080.00	-	
Data Conversion	130	72.00	9,360.00	-	-	(72.00)	Data Conversion	130	60.00	7,800.00	-	
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	
Configuration & Consulting	130	80.00	10,400.00	-	-	(80.00)	Configuration & Consulting	130	40.00	5,200.00	-	
Training	125	120.00	15,000.00	-	-	(120.00)	Training	125	40.00	5,000.00	-	
Go-Live Assistance	125	80.00	10,000.00	-	-	(80.00)	Go-Live Assistance	125	40.00	5,000.00	-	
<b>Justice of the Peace</b>						<b>Other/Additional Services</b>						
Fit Analysis	130	-	-	-	-	-						
Data Conversion	130	-	-	-	-	-						
Interfaces	130	-	-	-	-	-						
Configuration & Consulting	130	-	-	-	-	-						
Training	125	-	-	-	-	-						
Go-Live Assistance	125	-	-	-	-	-						
<b>Total Services - CUC Products</b>	<b>6,110.85</b>	<b>810,688.00</b>	<b>7,849.98</b>	<b>1,031,056.70</b>			<b>Total Services - Additional Products</b>	<b>1,916.00</b>	<b>244,380.00</b>	<b>43.75</b>	<b>5,645.00</b>	

Exhibit C

Maintenance and Support Services Agreement

# 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 Hidalgo County, Texas (the "End User").

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

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

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

## 1. CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

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

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

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

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

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

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

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

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

## 2. END USER RESPONSIBILITIES

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

2.2. Other End User Responsibilities. End User shall:

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

## 3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

- (a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m.,

Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

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

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

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

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

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

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

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

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

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

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

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

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

#### 4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

#### 5. VERSION RELEASES

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

#### 6. THIRD PERSON SOFTWARE

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

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release

levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

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

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

## 7. FEES

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

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

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days 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.

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

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

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

Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

## 8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of 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 then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

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

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

## 9. LIMITATION OF LIABILITY

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

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

## 10. DISPUTE RESOLUTION

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

## 11. MISCELLANEOUS

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

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

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

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

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

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

modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party:

**TYLER TECHNOLOGIES, INC.**

**END USER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Schedule 1)  
Maintenance and Support Fees**

<b>Maintenance and Support Services</b>
<b>Description</b>
<b>Licensed Software</b>
Odyssey Justice Suite
Odyssey Case Manager – 1 <sup>st</sup> Case Type
Odyssey Case Manager – 2 <sup>nd</sup> Case Type
Odyssey Check Manager
Odyssey Jail Management/Law Enforcement
Odyssey Public Access Online Documents
Odyssey Public Access Agency Secure Access

<b>M&amp;S Fees</b>	
<b>Support Type</b>	<b>Annual M&amp;S Fees</b>
Standard	\$143,325
Standard	\$77,175
Standard	\$18,900
Standard	\$78,750
Standard	\$3,360
Standard	\$1,470
Annual Maintenance & Support Fees:	
\$322,980	
Maintenance Effective Date:	
1/1/2012	

Maintenance shall commence upon go-live date and will be prorated through the end of the then-current year.

Exhibit D

Invoice Summary

### Invoice Summary

<b>Date</b>	<b>Invoice#</b>	<b>Description</b>	<b>Unpaid Balance</b>
3/14/2011	183527	PO# 6310842 Implementation Services	14,202.50
1/23/2012	020-1415	PO# 658123 Receipts	612.63
1/23/2012	020-1417	PO# 665369 Receipts	628.22
2/20/2012	020-1604	PO# 631084 Implementation Services	11,504.75
2/29/2012	020-1655	PO# 669659 Receipts	590.00
3/20/2012	020-1921	PO# 631084 Implementation Services	43,660.80
3/17/2012	020-2070	PO# 631084 Implementation Services	97,994.66
5/13/2012	020-2184	PO# 631084 Implementation Services	86,098.28
6/14/2012	020-2402	PO# 631084 Implementation Services	7,682.96
7/17/2012	020-2528	2Q2012 - Billable Travel Expenses	2,336.59
			<b>265,311.39</b>

<b>Date</b>	<b>Invoice#</b>	<b>Description</b>	<b>Unpaid Balance</b>
5/1/2012	020-2161	License Fees (Custom Reporting, Online Documents, Agency Secure Access)	62,000.00
5/29/2012	020-2247	Odyssey Maintenance (first case type)	84,500.00
<b>Pay to CUC -&gt;</b>			<b>146,500.00</b>
Total Outstanding			<b>411,811.39</b>