

Requisition

Req # 00250869

PO #

Date: 01/28/14

Bill To: x
x

4447
4/47

Vendor: 357081
TYLER TECHNOLOGIES INC
ATTN: JAMIE GILLESPIE
6500 INTERNATIONAL PARKWAY, SUITE
2000
PLANO TX 75093

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: PTORRES
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	EACH	DO NOT DUPLICATE ORDER QUARTERLY MAINTENANCE FOR IMAGES ON SOFTWARE JANUARY 2014 - DECEMBER 2014 ABLE SCAN DOCUMENT SCANSTATION LICENSE (W/ABLEVIEW) Account No _____ 4-1237-415-40-180-003-0-341	1,957.03 <u>Encumbrance</u> 7,828.12 Freight Total	7,828.12 0.00 7,828.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

The Software Group

Authorized By: _____

~~X~~ C-09-175-01-06

Client Support & Software Update Services Agreement

Client Installation Location

Hidalgo County

Commencement Date: _____

System Administrator: _____

Phone Number: (____) _____

The Software Group, Inc. (TSG) agrees to provide and the Client agrees to accept Software Update and Client Support Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
7 Imaging Stations for the County Clerk	1550

Total Quarterly Charge \$ 1,550

This agreement shall become a binding contract between the parties when accepted by the signature of officer of TSG at its home office. Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.

Client

Approved by Commissioners' Court
on 8-3-04

The Software Group, Inc.

By: Ramon Garcia

By: Glenn Smith

Name(Print): RAMON GARCIA

Name(Print): Glenn Smith

Title: County Judge

Title: President

Date: 8-4-04

Date: 8/12/04

*Attested By: J. D. Salinas III
County Clerk*

Terms and Conditions

1. DEFINITIONS

(a) **Equipment.** The computer hardware supplied by TSG, including the central processing unit on which Software is installed, and any other TSG supplied peripheral equipment at the location of software installation.

(b) **Software.** Any Software product licensed to Client by TSG under a separate agreement for which TSG offers its Clients Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listings, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by TSG.

(c) **System.** The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. TERM

(a) This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term this Agreement shall remain in force until terminated by either party upon ninety (90) days prior written notice to the other party.

3. ELIGIBILITY FOR SERVICE AGREEMENT

(a) Software is eligible for inclusion under this Agreement immediately upon TSG's installation of Software, expiration of TSG's Software warranty, or expiration of an existing TSG Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

(1) The Software being unmodified and properly maintained at the latest TSG revision.

(2) The System containing at least the minimum hardware configuration and prerequisite software as specified by TSG.

(3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. SERVICE RESPONSIBILITIES OF TSG

(a) For the charges stated herein, TSG shall provide the following Software Update and Client Support services:

(1) Software updates and enhancements to the covered Software made generally available by TSG to its Clients during the term of this Agreement shall be provided as product releases on TSG's standard media. Software updates and enhancements include:

(a) Program modifications required due to legislative changes.

(b) Program changes required to use TSG's standard forms.

(c) Fixes to reported software problems.

(d) Client submitted enhancements to covered Software which TSG deems to be included in the standard system.

(2) Improvements and revisions to reference manuals or documentation made generally available by TSG to its Clients during the term of this agreement.

(3) Remote (via dial-up-modem) diagnostics of problems with covered Software.

(4) Periodic review of outstanding enhancement requests and bug reports.

(5) Telephone Assistance. Telephone number(s) will be provided to the Client Contact to enable communication with a TSG Specialist during the hours of 8:30 A.M. to 5:00 P.M. local Dallas, Texas time, Monday through Friday, exclusive of TSG holidays. TSG will use reasonable efforts to respond to the Client Contact call within three working hours and will assist the Client Contact with:

(a) Identifying, verifying, and resolving problems in the Software.

(b) Identifying and verifying problems with the Equipment used in connection with the Software.

(c) Installation of new operating system releases.

(d) Installation of Software releases.

5. SERVICES NOT INCLUDED

(a) No on-site Software Update or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at TSG's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-TSG supplied software, failure of Software caused by non-TSG provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operator error, improper use or misuse of the System or any part thereof,

or any other causes beyond the control of TSG and occurring without the fault or negligence of TSG.

6. RESPONSIBILITIES OF CLIENT

(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and TSG.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by TSG are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to maintain a 9600 Baud dial-up modem on a dedicated phone line for the exclusive use of TSG for the purpose of fulfilling TSG's responsibilities hereunder.

7. CHARGES

(a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the TSG invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at TSG's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. LIMITATION OF LIABILITY AND WARRANTY

(a) TSG's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall TSG be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of TSG or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to TSG by Client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. TSG DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. GENERAL

(a) Client recognizes that TSG invests considerable time and expense in training TSG employees. Should Client directly or indirectly contract with or hire any TSG employee, Client shall immediately pay to TSG four (4) months salary for each employee hired or contracted with and TSG shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) Performance of this Agreement and payment of charges hereunder shall take place at TSG's facility at the address set forth below.

(f) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas.

Client Support & Software Update Services Agreement

Client Installation Location

Hidalgo County

Commencement Date: December 2, 2004

Attention: _____

System Administrator: _____

Phone Number: () _____

The Software Group, Inc. (TSG) agrees to provide and the Client agrees to accept Software Update and Client Support Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
*Quarterly Maintenance is listed below: \$1,250 a quarter for document imaging with 3 Capture stations	

Total Quarterly Charge \$ \$1,250

This agreement shall become a binding contract between the parties when accepted by the signature of officer of TSG at its home office. Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.

Approved by Commissioner's Court
on 12-22-04

Client

The Software Group, Inc.

By: *Ramon Garcia*

By: *Glenn Smith*

Name(Print): RAMON GARCIA

Name(Print): Glenn Smith

Title: Hidalgo County Judge

Title: President

Date: _____

Date: _____

Date: 7-12-05

Date: _____

Terms and Conditions

1. DEFINITIONS

- (a) **Equipment.** The computer hardware supplied by TSG, including the central processing unit on which Software is installed, and any other TSG supplied peripheral equipment at the location of software installation.
- (b) **Software.** Any Software product licensed to Client by TSG under a separate agreement for which TSG offers its Clients Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listings, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by TSG.
- (c) **System.** The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. TERM

- (a) This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term this Agreement shall remain in force until terminated by either party upon ninety (90) days prior written notice to the other party.

3. ELIGIBILITY FOR SERVICE AGREEMENT

- (a) Software is eligible for inclusion under this Agreement immediately upon TSG's installation of Software, expiration of TSG's Software warranty, or expiration of an existing TSG Software Update and Client Support Service Agreement.
- (b) Service under this Agreement is contingent upon:
- (1) The Software being unmodified and properly maintained at the latest TSG revision.
 - (2) The System containing at least the minimum hardware configuration and prerequisite software as specified by TSG.
 - (3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. SERVICE RESPONSIBILITIES OF TSG

- (a) For the charges stated herein, TSG shall provide the following Software Update and Client Support services:
- (1) Software updates and enhancements to the covered Software made generally available by TSG to its Clients during the term of this Agreement shall be provided as product releases on TSG's standard media. Software updates and enhancements include:
 - (a) Program modifications required due to legislative changes.
 - (b) Program changes required to use TSG's standard forms.
 - (c) Fixes to reported software problems.
 - (d) Client submitted enhancements to covered Software which TSG deems to be included in the standard system.
 - (2) Improvements and revisions to reference manuals or documentation made generally available by TSG to its Clients during the term of this agreement.
 - (3) Remote (via dial-up-modem) diagnostics of problems with covered Software.
 - (4) Periodic review of outstanding enhancement requests and bug reports.
 - (5) Telephone Assistance. Telephone number(s) will be provided to the Client Contact to enable communication with a TSG Specialist during the hours of 8:30 A.M. to 5:00 P.M. local Dallas, Texas time, Monday through Friday, exclusive of TSG holidays. TSG will use reasonable efforts to respond to the Client Contact call within three working hours and will assist the Client Contact with:
 - (a) Identifying, verifying, and resolving problems in the Software.
 - (b) Identifying and verifying problems with the Equipment used in connection with the Software.
 - (c) Installation of new operating system releases.
 - (d) Installation of Software releases.

5. SERVICES NOT INCLUDED

- (a) No on-site Software Update or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at TSG's per-call rates and terms then in effect.
- (b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-TSG supplied software, failure of Software caused by non-TSG provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operator error, improper use or misuse of the System or any part thereof,

or any other causes beyond the control of TSG and occurring without the fault or negligence of TSG.

6. RESPONSIBILITIES OF CLIENT

- (a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and TSG.
- (b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by TSG are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.
- (c) Client agrees to maintain the Software to the latest revision level.
- (d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.
- (e) Client agrees to maintain a 9600 Baud dial-up modem on a dedicated phone line for the exclusive use of TSG for the purpose of fulfilling TSG's responsibilities hereunder.

7. CHARGES

- (a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the TSG invoice is rendered.
- (b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at TSG's then current release charge.
- (c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same

8. LIMITATION OF LIABILITY AND WARRANTY

- (a) TSG's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the total charges paid or payable during one (1) year under this Agreement.
- (b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.
- (c) In no event shall TSG be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of TSG or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to TSG by Client.
- (d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. TSG DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.


9. GENERAL

- (a) Client recognizes that TSG invests considerable time and expense in training TSG employees. Should Client directly or indirectly contract with or hire any TSG employee, Client shall immediately pay to TSG four (4) months salary for each employee hired or contracted with and TSG shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.
- (b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.
- (c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.
- (d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.
- (e) Performance of this Agreement and payment of charges hereunder shall take place at TSG's facility at the address set forth below.
- (f) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas.

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Fwd: Tyler software information

From : Priscilla Torres <priscilla.torres@co.hidalgo.tx.us> Thu, Apr 03, 2014 01:27 PM
Subject : Fwd: Tyler software information  5 attachments
To : Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>
Cc : Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Ladies,

For your review, attached please find the Signed Agreements for the Tyler Technology Requisition.

Please let me know if you need anything else.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

From: "Stephen Stehling" <Stephen.Stehling@tylertech.com>
To: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
Sent: Thursday, April 3, 2014 10:46:51 AM
Subject: Fwd: Tyler software information

I am so sorry. Please see attached.

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]
Sent: Wednesday, April 23, 2014 11:01 AM
To: 'Evangelina Garcia'
Cc: 'Martha Salazar'
Subject: RE: Software Agreements-Tyler Technologies-Req. #250869

Vangie,

I have reviewed the attached Tyler agreements that were previously approved by Commissioners Court and approve as to the form of the agreements.

Thanks,

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Monday, April 14, 2014 1:57 PM
To: josephine ramirez
Cc: Martha Salazar