SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Jury Manager software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Client"** means Williamson County, TX.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including

instructions, user guides, manuals and other training or self-help documentation.

- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services

to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. <u>Ownership</u>.

    3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

    3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

    3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. <u>SaaS Services</u>.

    6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is

not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is from the first day of the first month following the Effective Date to September 30, 2023, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

    2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

    2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause

in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 <u>Fees for Termination without Cause during Initial Term</u>. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

   a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;

   b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and

   c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software

immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **<u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **<u>LIMITATION OF LIABILITY</u>.** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing

each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law and Venue</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

20. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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.

21. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Right to Audit: Tyler agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

24. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

25. Contract Documents. This Agreement includes the following exhibits:

    Exhibit A   Investment Summary
    Exhibit B   Invoicing and Payment Policy
    Exhibit C   Service Level Agreement
                     Schedule 1: Support Call Process

Exhibit D   Third Party Terms
Exhibit E   Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _*Sherry Clark*_____

Name:___Sherry Clark_____

Title:____Sr. Corporate Attorney_____

Date:____June 18, 2020_____

Address for Notices:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

Attention: Chief Legal Officer

Williamson County, TX

*Judge Bill Gravell Jr.*
By: Judge Bill Gravell Jr. (Jun 30, 2020 14:40 CDT)

Name:___Judge Bill Gravell Jr._____

Title:___County Judge_____

Date:____Jun 30, 2020_____

Address for Notices:
Williamson County, TX
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees		
SaaS Fee Annual Amount		
	$89,176	
Software		
		SaaS Fee (Annual)
Odyssey Software		
Tyler Jury Manager		$89,176
Tyler Jury Response		Included
Tyler Jury Voice		Included
Tyler Jury Capture		Included
Tyler Jury Kiosk (hardware not included)		Included
Hosting		Included
Please see Section 2 "Project Terms" of the Statement of Work		
	Total Annual SaaS Fee	**$89,176**

Implementation Services			
Professional Services			
T&M Services	**Hours**	**Rate**	**Cost**
Project Management	159	185.00	$29,415
Source List / Data Conversion	24	175.00	$4,200
Deployment	62	175.00	$10,850
Integration Development / Consulting	11	200.00	$2,200
Customization	56	175.00	$9,800
Setup, Configuration & Consulting	40	175.00	$7,000
Training - Go Live Assistance	40	175.00	$7,000
		Total Implementation Services	**$70,465**

Transaction-based Services		
Tyler SummonsDirect (42,000/ $0.56 per summons) *		$23,520
Tyler Jury Message (up to 60,000 texts)		$4,800
	Total Transaction Services	**$28,320**
Please see Section 2 "Project Terms" of the Statement of Work, postage not included		
Estimated Travel Expenses (2 trips @ $2,200/trip)		$4,400

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. On the commencement of the initial term, Tyler will invoice SaaS Fees on a prorated basis from commencement of the initial term through September 30, 2021. Subsequent annual SaaS fees will be invoiced annually in advance for the term beginning October 1 and ending September 30, annually. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. <u>Credit</u>. Tyler's obligation to provide Maintenance and Support for Incode software, licensed under a separate agreement ends upon Go-Live of the Tyler Software included in the Investment Summary. The Client will receive a credit for any prepaid, but unused maintenance and support on the Incode software.

3. <u>Other Tyler Software and Services</u>.
   3.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   3.2 Transaction-based services are invoiced annually and in accordance with Section 2 of the Statement of Work, Exhibit E, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your Transaction fees for the initial term are set forth in the Investment Summary.

4. <u>Third Party Products</u>.
   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. The

Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in the Investment Summary in accordance with the Williamson County Vendor Reimbursement Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C

Exhibit C
SERVICE LEVEL AGREEMENT

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III.   Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

        a.   Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

        b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Exhibit C

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

         c.   <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV.   Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V.   Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1

Exhibit C – Schedule 1
Support Call Process – Tyler Jury Manager

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:
(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
Additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website (http://www.courthouse-technologies.com/Home.asp) for accessing client tools, documentation, and other information including support contact information.
(2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones. Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Issue Handling

Incident Tracking
Every support incident is logged into our management system and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Exhibit C
Schedule 1

Incident Priority

Each incident is assigned a priority level, which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention

Exhibit C
Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets
		procedure with the next published maintenance update or service pack, which shall occur at least monthly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Remote Support Tool

Some support calls may require further analysis of the client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

Exhibit E
Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Statement of Work for
Implementation of Tyler Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Williamson County, TX
June 18, 2020

Tyler Technologies will implement Tyler Jury Manager in Williamson County, TX under the following terms.

Project Terms

Tyler will…

1. Provide a subscription to use the following Products:

   - **Tyler Jury Manager;** web-based jury management system;

   - **Tyler Jury Response;** interactive web response system;

   - **Tyler Jury Voice;** interactive voice response system;

   - **Tyler Jury Capture;** image data capture system;

   - **Tyler Jury Kiosk;** kiosk software for Tyler Jury Manager;

2. Provide the following Recurring Services:

   - **Tyler Jury Hosting;** hosting services for ALL products and services listed in this SOW;

   - **Tyler Jury Message;** text-messaging service (max 60,000/year);

   - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;

   - **Tyler SummonsDirect**, data cleansing and summons production/mailing service.

     o The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of **42,000** documents per year, the "Annual Estimate".

     o Twelve months following the date the first summons is printed, if the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.

     o In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees)

according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.

- o If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,

- o The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.

3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:

- SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;

- Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;

4. Provide the following Professional Services:

- Provide project management services to coordinate all aspects of the project;

- Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;

- After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.

- In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.

- 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are $200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;

- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are $200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);

- Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;

- Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;

- Provide a 2-hour, online System Administrator training session;

- Provide a 2-day User training session to the Customer's staff at Customer's premises;

- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;

- Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system;

- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;

- Provide warranty service wherein we will remedy (at our expense) any deficiencies (break/fix issues) with the software identified for its lifetime; and,

5. Provide the following Hosting Services:

- Provide all server operating system and database licenses required for use of Tyler Jury Manager;

- maintain a test and production environment of Tyler Jury Manager;

- will configure the DNS for use of hosted Tyler Jury Manager;

- install, configure, maintain, and support upgrade functions with Tyler Jury Manager;

- install, configure, maintain, and support the database used by Tyler Jury Manager;

- install 2 environments (Test/Training and Production) of Tyler Jury Manager;

- perform automated Server Patching via Microsoft Automatic Update;

- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;

- guarantee the data will remain in the United States during transit and rest;

- provide daily backups of the Tyler Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;

- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;

- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;

- Assist Tyler with project planning including creating a project timeline, and an implementation plan;

- Provide a single point of contact as "first-line" support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;

- From time to time (if necessary) provide the assistance of the Customer's IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer's premises;

- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;

- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:

  - Google Maps API key; and,

  - Skype for Windows;

- Provide required USPS postal permit for use of SummonsDirect.

  - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.

  - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.

  - You will need to deposit and maintain funds on account with the USPS to cover postage.

- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;

- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;

- Continue to provide local workstation connectivity and environment;

- Cooperate with Tyler to establish printer connectivity to the cloud environment;

- Maintain and be responsible for local SMTP server for Tyler Jury Manager and facilitate TJM accessing the SMTP server via the cloud;

- Provide and purchase any SSL certificates required for encryption in motion (if desired);

Agenda Item #50 6-30-20 (Tyler Jury Manager SaaS Agreement)

Final Audit Report   2020-06-30

Created:	2020-06-30
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOOjKN70r8SCLmaD4l_zkw9EFS3-AAMn

"Agenda Item #50 6-30-20 (Tyler Jury Manager SaaS Agreement)" History

📄 Document created by Thomas Skiles (blake.skiles@wilco.org)
   2020-06-30 - 3:38:16 PM GMT- IP address: 66.76.4.65

✉ Document emailed to aschiele@wilco.org for delegation
   2020-06-30 - 3:39:13 PM GMT

📄 Email viewed by aschiele@wilco.org
   2020-06-30 - 5:11:55 PM GMT- IP address: 23.103.200.254

🔏 Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
   2020-06-30 - 5:12:11 PM GMT- IP address: 66.76.4.65

✉ Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
   2020-06-30 - 5:12:12 PM GMT

📄 Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
   2020-06-30 - 7:40:10 PM GMT- IP address: 23.103.201.254

✍ Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
   Signature Date: 2020-06-30 - 7:40:31 PM GMT - Time Source: server- IP address: 66.76.4.65

✅ Signed document emailed to aschiele@wilco.org, Thomas Skiles (blake.skiles@wilco.org), becky.pruitt@wilco.org, and Judge Bill Gravell Jr. (bgravell@wilco.org)
   2020-06-30 - 7:40:31 PM GMT