## Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of July 11, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "Urban Counties"), and Williamson County, Texas (the "Participating Member County").

### Background

Whereas, Software Provider and the Urban Counties have entered into that certain Master Software License and Professional Services Agreement (the "Master Agreement").

Whereas, Software Provider, the Urban Counties, and the Participating Member County have entered into that certain Participation Agreement pursuant to which, among other things, the Participating Member County has become a Party to the Master Agreement as a Participating Member County and, accordingly, seeks to acquire a license for the Licensed Property and to acquire the development, implementation, installation, and training services from Software Provider, on the terms and subject to the conditions of the Master Agreement.

Whereas, the Participating Member County desires to engage Software Provider to perform, and Software Provider desires to perform for the Participating Member County, certain maintenance and support services related to the Judicial Software as set forth in this Agreement.

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

## 1. DEFINITIONS

1.1 <u>Terms Not Defined</u>. Terms not otherwise defined in this M&S Agreement shall have the meanings assigned to such terms in the Master Agreement.

1.2 <u>Circumvention</u> or <u>Circumvention Procedures</u> means, as applied to a Documented Defect, a change in operating procedures whereby the Participating Member County can reasonably avoid any deleterious effects of such Documented Defect.

1.3 <u>Defect</u> means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the Judicial Software caused by, arising from, or emanating from the reasonable control of Software Provider that would otherwise render the Judicial Software in non-conformance with its specifications.

1.4 <u>Documented Defect</u> means a Defect that the Participating Member County documents for Software Provider with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Software Provider may reasonably request. The Participating Member County must deliver such information to Software Provider concurrently with its notification to Software Provider of such Defect. The Participating Member County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Software Provider of such Defect, including, but not limited to, issues related to the network, user training, Participating Member County-produced extensions, and data problems not caused by the Judicial Software. Any technical or other issue that the Participating Member County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 3.

1.5 <u>Maintenance and Support Fees</u> has the meaning set forth in Section 8.1.

1.6 <u>Services Commencement Date</u> has the meaning set forth in 9.1.

1.7 <u>Third Person Software</u> means all third party software required for the operation and use by the Participating Member County of the Licensed Software consistent with the license granted to the Participating Member County.

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

## 2.    RESPONSIBILITIES OF THE PARTICIPATING MEMBER COUNTY

In addition to the responsibilities set forth in the Master Agreement, the Participating Member County shall, throughout the term of this M&S Agreement:

1.  maintain all required Third Person Software to the release level compatible with the installed version(s) of the Judicial Software pursuant to Section 7;

2.  maintain an internal Help Desk to provide first level support to the Participating Member County's users relating to basic system and application software questions or problems (only the Participating Member County's Help Desk staff shall be authorized to contact Software Provider's Help Desk after attempting to resolve the matter via the Participating Member County's internal Help Desk). In the event the Participating Member County does not establish and maintain a Help Desk function for first level support to Participating Member County's users, Software Provider reserves the right to increase the Participating Member County's current maintenance fee;

3.  provide training on the Judicial Software to its employees;

4.  allow Software Provider to install patches and other maintenance releases provided by Software Provider;

5.  allow remote access by Software Provider to Participating Member County's servers and data via a Microsoft VPN connection or other mutually agreeable protocol;

6.  implement and perform appropriate data backup and data recovery procedures related to the Judicial Software. In no event shall Software Provider be held liable for any loss or other damage associated with the loss or destruction of any data related to the Judicial Software that is attributable to the Participating Member County's failure to implement and perform such procedures on a timely and regular basis; and

7.  provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 6.

## 3.    RESPONSIBILITIES OF THE URBAN COUNTIES

Throughout the term of this M&S Agreement, the Urban Counties shall be responsible for (a) organizing, coordinating and facilitating a Participating Member County users group that will work with Software Provider to plan, specify and test enhancements and improvements to the Court Administration System; (b) fostering and promoting the adoption of the software by Texas counties and other Texas government entities; (c) assisting the Participating Member County in the resolution of any issues arising between Software Provider and the Participating Member County with respect to the services provided herein, (d) the timely payment of the Maintenance and Support Fees to Software Provider pursuant to Section 8, and (e) invoicing and collecting any maintenance and support fees and/or fees for additional services from the Participating Member County pursuant to the third party agreement between the Urban Counties and the Participating Member County, of which Software Provider is not a party.

## 4.    RESPONSIBILITIES OF SOFTWARE PROVIDER – SUPPORT SERVICES FOR DOCUMENTED DEFECTS

4.1    General Services for Reporting Documented Defects.

(a)    Software Provider shall provide the Participating Member County with a telephone number for the Participating Member County's use at any time on a seven days a week, twenty-four hours a day, basis to report Service Level 1 and Service Level 2 Documented Defects.

(b)    Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for, Service Level 3 Defects, Service Level 4 Defects, Service Level 5 Defects, and Service Level 6 Defects.

(c)     Software Provider shall assist the Participating Member County in the diagnosis of any Documented Defect.

4.2     Service Level 1 Defects.

(a)     *Definition.* Service Level 1 Defect means (i) a complete application failure or availability or (ii) loss of multiple essential system functions.

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 1 Defects within two (2) hours of receipt of defect documentation.

(c)     *Response.* Software Provider shall immediately assign appropriate personnel to diagnose and correct the Service Level 1 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d)     *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect within one business day.

4.3     Service Level 2 Defects.

(a)     *Definition.* Service Level 2 Defect means a Documented Defect that causes (i) repeated, consistent failure of essential functionality affecting more than one user or (ii) loss or corruption of data.

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 2 Defects within four (4) hours of receipt of defect documentation.

(c)     *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Service Level 2 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d)     . *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days.

(e)     *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.4     Service Level 3 Defects.

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

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 3 Defects within one (1) business day of receipt of defect documentation.

(c)     *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Documented Defect. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) .    *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within ten (10) business days.

(e)     *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.5     Service Level 4 Defects.

(a)     *Definition.* Service Level 4 Defect means a Documented Defect that causes failure or non-essential Judicial Software functionality.

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 4 Defects within two (2) business days.

(c)     *Response.* Software Provider shall assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d)     *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect within twenty (20) business days.

4.6     Service Level 5 Defects.

(a)     *Definition.* Service Level 5 Defect means a Service Level 4 Defect with an existing Circumvention Procedure.

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 5 Defects within two (2) business days.

(c)     *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d)     *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software with the next version release.

4.7     Service Level 6 Defects.

(a)     Definition. Service Level 6 Defect means a cosmetic or other Documented Defect that does not qualify as a Service Level 1 Defect, Service Level 2 Defect, Service Level 3 Defect, Service Level 4 Defect, or Service Level 5 Defect.

(b)     *Response Time.* Software Provider shall provide an initial response to Service Level 6 Defects within two (2) business days.

(c)     *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d)     *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software at Software Provider's discretion in a version release.

4.8     Second Level Help Desk Support. Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for the limited purpose of reporting Documented Defects. Software Provider shall use its commercially reasonable efforts to provide the Participating Member County with the assigned Service Level and Software Provider's tracking number.

4.9     Base Version Level for Correction. Throughout the term of this M&S Agreement, Software Provider shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software and either the one (1) immediately prior Version Release or all Version Releases released within the prior one (1) year, whichever is greater.

## 5.     ADDITIONAL SUPPORT SERVICES

The parties agree that the Participating Member County may request support services in addition to the correction of Documented Defects by delivering to Software Provider a Service Request Form substantially in the form of Exhibit A.   Such other support services may include, without limitation, services related to: (a) a "help desk"; (b) additional training; (c) technical assistance; (d) programming services; and/or (e) business analysis. Software Provider shall provide to the Participating Member County a written response to the request which describes in detail the anticipated impact of the request on the existing Judicial Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto.  Fees for additional support services shall be billed by Software Provider directly to the Participating Member County and shall be invoiced monthly, and each undisputed invoice shall be due and payable within thirty (30) days.

## 6.     VERSION RELEASES

Subject to the other terms and conditions of this M&S Agreement, Software Provider shall provide the Participating Member County as and when made generally available by Software Provider to its other customers, with:

(a)     Version Releases, and

(b)     updates to the Licensed Software if and as required to cause existing functions of the Judicial Software to comply with applicable state law, as and when such law may change from time to time during the term hereof.

Software Provider shall notify the Participating Member County of the occurrence of a new Version Release and shall provide the Participating Member County with such Version Releases for the Judicial Software. The delivery of each Version Release shall include a complete, installable copy of the Judicial Software, together with release notes and other appropriate documentation.  Software Provider shall install each Version Release to the extent that such installation can be done remotely from Software Provider's offices.  Notwithstanding anything in the foregoing to the contrary, the Participating Member County shall, at its own expense, be responsible for any onsite installation assistance, new integration, and training with respect to each Version Release.  When and if Software Provider develops tools to fully automate the installation process, then the Participating Member County shall be responsible for the installation of all then future Version Releases, provided that Software Provider provides the automation tools and training to use the tools at no expense to the Participating Member County.

## 7.     THIRD PERSON SOFTWARE

7.1     Notice of New Third Person Software.  Software Provider shall provide the Participating Member County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release.  Software Provider shall, to the extent practicable, minimize the need for the Participating Member County to rely upon updates of Third Person Software.  Software Provider shall use commercially reasonable efforts to provide the Participating Member County with sufficient advance notice or any mandated new Third Person Software in order to meet the Participating Member County's budget cycle constraints.

7.2     Software Provider Certification.  At Software Provider's expense and as part of its obligations under this M&S Agreement, Software Provider shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Software Provider shall certify new releases of Third Person Software within a reasonable timeframe.

7.3     Costs.  The Participating Member County is responsible for the costs associated with installing and maintaining Third Person Software versions that are identified on Software Provider's list of certified Third

Person Software.

7.4   Maintenance.  The Participating Member County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the Participating Member County's expense.

7.5   Cooperation.  At the request of the Participating Member County, Software Provider shall participate with the Participating Member County in discussions with Third Person Software providers on all software maintenance issues.

## 8.   FEES

8.1   Annual Maintenance Fee.  Subject to the other terms and conditions of this M&S Agreement, the Urban Counties shall pay Software Provider the then current annual maintenance and support fees set forth on Schedule 1 (the "Maintenance and Support Fees"), in accordance with the timetables set forth on Schedule 1, for all maintenance and support services to be provided by Software Provider to the Participating Member County.  The invoicing and payment of maintenance and support fees between the Urban Counties and the Participating Member County shall be governed by the terms and conditions of their respective third party agreement, of which Software Provider is not a party.  The Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date, after which time the fees may be adjusted to (a) the level of the then current standard Maintenance and Support Fees, and (b) thereafter, by not more than the cost of living increases according to the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics, per year. . For purposes of this Section 8.1, the "then current standard Maintenance and Support Fees" shall be equal to the maintenance fees identified on the Price List adjusted annually as of October 1 of any given year, by not more than the increases referenced in Section 8.1(b).  The parties acknowledge that the intent of this Section 8.1 is for each Participating Member County to receive maintenance at a fixed rate for the first three years of this Agreement, and thereafter, to receive maintenance based upon a uniform Urban Counties fee schedule applicable to all Participating Member Counties. The Maintenance and Support Fees shall be prorated based on a calendar year during the first and, if applicable, last year of this Agreement.

8.2   Invoice and Payment.  Software Provider shall invoice the Urban Counties for all annual Maintenance and Support Fees quarterly in advance.  Each Software Provider invoice shall be printed on Software Provider's standard printed bill form, and shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement.  Following receipt of a properly submitted invoice, the Urban Counties shall pay amounts owed within thirty (30) days.  All payments shall be made in U.S. currency. Any undisputed sum not paid by the Participating Member County when due shall bear interest until paid at the maximum rate provided by Texas law.  In no event shall the Urban Counties be responsible for making payment on behalf of Participating Member Counties that have failed to remit annual Maintenance fee payments to the Urban Counties. The Urban Counties shall report which Participating Member Counties have remitted the quarterly Maintenance Fee payments and shall pay those amounts as set forth above.

8.3   Suspension of Services for Non-Payment.  Software Provider may suspend its performance of maintenance and support services to the Participating Member County under this M&S Agreement during any period for which the Urban Counties does not pay any undisputed Maintenance and Support Fee for a period of time exceeding thirty (30) days or during any period for which the Participating Member County does not pay any undisputed fees for additional services as set forth in Section 5 for a period of time exceeding thirty (30) days. Software Provider shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

## 9.   TERM AND TERMINATION

9.1   Term.  This M&S Agreement shall commence upon the completion of Operational Use (the "Services Commencement Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Services Commencement Date, the term shall automatically extend for an additional year unless Participating Member County provides, at least thirty (30) days prior to the end of such initial term or subsequent anniversary, written notice that it does not wish to extend the term

or otherwise terminates the agreement as provided in this Section 8.

9.2     Termination by the Urban Counties and Participating Member County at the End of a Term.  The Urban Counties and the Participating Member County may jointly terminate this M&S Agreement effective as of the end of the initial term or the end of any subsequent term by giving not less than thirty (30) days' notice of its intent to terminate.  The Urban Counties and the Participating Member County may jointly, at their option, reinstate maintenance by providing notice to Software Provider and making payment of one hundred percent (100%) of each year's maintenance fees that would have been owed during the lapsed period plus the current maintenance fees for the then upcoming maintenance year.

9.3     Termination by the Participating Member County for Cause.  The Participating Member County may terminate this M&S Agreement for "cause" in accordance with this Section 9.3.  For purposes of this Section, "cause" means a continuous, repeated, or systemic failure to cure Service Level 1 and Service Level 2 Defects.  In such event, the Participating Member County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the Participating Member County is invoking its right to terminate.  Following such notice, Software Provider shall have ninety (90) to cure such problems.  Following such ninety (90) day period, Software Provider and the Participating Member County representatives shall meet to discuss any outstanding issues.  In the event that "cause" still exists at the end of such period, then the Participating Member County may terminate this Agreement.  In the event of a termination under this subsection, Software Provider shall return all monies paid to Software Provider by the Participating Member County for the remainder of the then current maintenance period.

9.4     Termination by Software Provider.  If the Urban Counties shall fail to pay the Maintenance and Support Fees hereunder for any consecutive three (3) month period, Software Provider may terminate this M&S Agreement effective at any time on or after the end of such three (3) month period by giving written notice of termination to the Urban Counties and the Participating Member County at least ten (10) days in advance of the effective date of termination.  Such termination by Software Provider shall not relieve the Urban Counties or the Participating Member County of its obligation to pay all Maintenance and Support Fees accruing prior to the effective date of termination.

## 10.     LIMITATION OF LIABILITY

SOFTWARE PROVIDER'S LIABILITY TO THE COUNTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 2 OR OTHERWISE AS SET FORTH IN SECTION 9.3.

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

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SOFTWARE PROVIDER; (B) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (C) DAMAGES TO THE Urban Counties AND PARTICIPATING MEMBER COUNTIES OCCASIONED BY VIOLATION OF LAW BY SOFTWARE PROVIDER; AND (D) DAMAGES OCCASIONED BY THE BREACH OF CONFIDENTIALITY OBLIGATIONS OF SOFTWARE PROVIDER UNDER THIS AGREEMENT.

## 11.     MISCELLANEOUS

11.1     Assignment.  Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.  This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective

legal successors and permitted assigns.

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

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

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

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

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

11.7    Governing Law; Choice of Forum and Attorneys Fees. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Participating Member County and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens. . If multiple Participating Member Counties are involved in a dispute arising out of the same facts and circumstances, the Parties agree that the cases shall be consolidated.
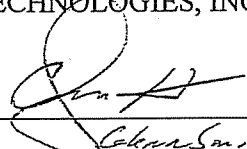
11.8    No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

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

11.10 Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the Participating Member County and may be terminated by the Participating Member County without penalty (but subject to the provisions of Section 9.2) either: (a) at the end of a Participating Member County's fiscal year, in the event that funds are not appropriated for the following fiscal year; or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. Termination under this provision entitles Software Provider to no damages.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized representative of the parties hereto as of the date first above written.
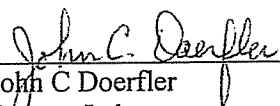
TYLER TECHNOLOGIES, INC.

By:      _____

Name:   _____

Title:   _____

Address _____

         _____

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TEXAS CONFERENCE OF URBAN COUNTIES

By: _____ 7/14/06
Name:     Donald Lee
Title:      Executive Director
Address:   500 W. 13th St
           Austin, Texas 78701


WILLIAMSON COUNTY, TEXAS

By: _____
Name:     John C Doerfler
Title:      County Judge
Address:   301 SE Inner Loop
           Georgetown TX  78626

# MAINTENANCE AND SUPPORT SERVICES AGREEMENT

## Schedule 1

### MAINTENANCE AND SUPPORT FEES

Annual Fee:

|  |  |
|---|---|
| Court Administration: | $140,000 |
| Jail Management/Law Enforcement: | $17,500 |
| Hot Checks: | $2,500 |

Payment Terms:      As per TechShare Interlocal Agreement and Addendum and Approved Implementation Plan.

# MAINTENANCE AND SUPPORT SERVICES AGREEMENT

## EXHIBIT A

### SERVICES REQUEST FORM

### PROJECT REQUEST _____

This Service Request is issued pursuant to the Maintenance and Support Services Agreement dated as of _____, ____, by and between the Participating Member County and Software Provider ("M&S Agreement"). Any term not otherwise defined herein shall have the meaning assigned to such term in the M&S Agreement. Upon completion by Software Provider of a corresponding Statement of Work, and execution by the parties, this Service Request and the corresponding Statement of Work documents shall become part of and be binding on the parties to the M&S Agreement.

**Services to be performed / Objectives of the Project**

**Functional Requirements:**

**Interfaces:**

**Deliverables to be Provided:**

**Requested Schedule:**

**Cost: $_____.**