

CLIENT COPY

System Agreement Between

Tyler Technologies, Inc.

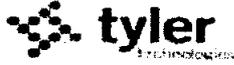
5519 - 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

AND

Wise County

200 North Trinity / PO Box 899
Decatur, TX 76234
(940) 627-5744
auditor@co.wise.tx.us





AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and: Wise County Clerk ^{TA} Bone hereinafter referred to as CLIENT on 04/16/12, 2012.

COMPANY and CLIENT agree as follows:

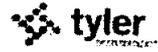
- 1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement. Client is a member of the National Joint Powers Alliance (NJPA) and the purchase hereunder is being made pursuant to the NJPA cooperative purchasing agreement # 013006.
- 2. This Agreement consists of this Cover and the following Attachments and Exhibits:
 - Section A Investment Summary
 - Section D COMPANY Agreement Terms and Conditions
 - Section E Application Availability Services
- 3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: Wise County Clerk ^{Am's}
 By: Billy McElhaneey (Am's)
 Signature: BILLY McELHANEY
 Printed Name: COUNTY JUDGE
 Title: 04/23/12
 Date: 756001203
 Sales Tax Certificate Number

Tyler Technologies, Inc.:
 By: S. Brett Cate
 Signature: S. Brett Cate
 Printed Name: President, LAD
 Title: 2/17/12
 Issue Date

Investment Summary
 Wise County Clerk
 Sherry Parker-Lemon



Prepared for:	Wise County	Contract ID # :	2012-0060
Contact Person:	Sherry Lemon	Issue Date:	2/17/12
Address:	2101 North Trinity/PO Box 899 Decatur, TX 76234	Salesman:	W. MRam
Phone:	(940) 627-5744	Tax Exempt:	Yes / No
Fax:	(940) 627-2138		
Email:	sherry@co.wise.tx.us		

Lease Term = 72 Months		
Estimated # of Documents = 17,400 annually		
Per Document Cost	20,000.00	
Software, Hardware, Installation and Support Service Charges		\$5,015.00
Document Preservation Charges		\$1,101.00

Please Note: Travel expenses will be billed as incurred.

Please Note: Daily Indexing will be charged to the Client at a rate of \$3.75 per document.

Eagle Recorder / Eagle Clerk



Base License Fee	1
(per installation of the master application)	
Full Use Licenses	
Full Use (Seat) Licenses	7
Public View Licenses	
Public View (Seat) Licenses	16
Forms Printing	
(per installation of the master application)	
12 Number of Forms Included. Additional costs for additional form setup. Duplex printer required for any duplex forms.	1
Public Printing	
(per installation of the master application)	1



Project Management	30
Analysis, Design & Site Prep	25
Conversion Services	
Data Upload	n/a
Image Upload	n/a
Software Staging	25
Testing & User Acceptance	22
Installation of Software and Hardware	35
Training Services	
On-site Training	36
WebEx Training	9
Go-Live Services	36



Database Server	1
Application Server	1
PCs, Scanners and Monitors	60
Printers and Printer Warranties	13
Other Miscellaneous Hardware	14



Daily Indexing - Per Document	\$3.75
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DESCRIPTION OF SERVICES	Hours to be Delivered
<p>1. Analysis, Design & Site Preparation Includes estimated professional services required for specific client requirements. Includes a Client Survey (remote or on-site). Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client-specific presentations, fees and forms.</p>	25
<p>2. Conversion Services Data Upload This line item anticipates a complete data upload. Tyler will supply the County with the exact file layout format required for uploading the data. The County will supply all data in a fixed ASCII text file on CD or other media mutually agreed upon in the exact file layout format as specified. If supplied in this format, the minimal upload fee listed in the item will apply. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness.</p>	n/a
<p>Image Upload This line item anticipates a complete image upload. Tyler will supply the County with the exact image file layout format required for uploading the images. The County will supply all images on CD or other media mutually agreed upon in the exact image layout format as specified. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide image count information (images in, images out; etc.). County will be responsible for reviewing the uploaded images for accuracy and completeness.</p>	n/a
<p>3. Staging of Software Includes estimated professional services for all staging of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases and hardware quoted.</p>	25
<p>4. Testing and User Acceptance Includes estimated professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products).</p>	22
<p>5. Project Management Includes estimated professional services required for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.</p>	30
<p>7. Installation Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.</p>	35
<p>8. Training Services Training and Implementation Includes estimated professional services for training and implementation required for a successful implementation of the project.</p>	36
<p>WebEx - Remote Training Hours Includes estimated remote WebEx training hours for follow-up training.</p>	9
<p>9. Go-Live Services Includes estimated professional services for Go-Live implementation and transition.</p>	36



ITEM	QTY	PRODUCT DESCRIPTION
1	1	Database/Image Server for EagleRecorder Dell PowerEdge T610 Tower or Optional Rack Mount Intel Xeon x5680, 3.33Ghz 12M Cache, Turbo, HT, 1333MHz 16 GB (4x4GB) 1333MHz Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 3 - 600 GB 15K RPM Hot swap SAS HDD (RAID5 - 1.2TB Usable Capacity) PERC 6i Raid controller DVD-ROM SATA Gigabit Ethernet Redundant High Output 870w Power Supplies Keyboard/Mouse 3 year BASIC - NBD onsite warranty Windows 2008 Server Standard R2 x64 w/ 5 CALS Upgrade from 16GB to 24 GB RAM for T610 LTO-4 800gb/1.6tb Internal Tape Drive w/SCSI Controller w/10 Tapes also includes Symantec Backup Exec 2010 Win BS Per Svr Essen 12 mos (IM CD8596) Additional 2008 Client Licenses 5-pack
2	1	Additional Servers for EagleRecorder 1 - Application/OCR Server R-510 rack mount server Intel Xeon x5650, 2.66Ghz 12M Cache 16 GB (4x4GB) 1333MHz Memory 2 - 146 GB 15K RPM Hot swap SAS HDD (RAID1 - 146GB Usable capacity) 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) PERC 6i Raid controller DVD-ROM SATA Gigabit Ethernet Redundant Power Supplies Backup Exec remote agent Keyboard/Mouse 3 year BASIC - NBD onsite warranty Windows 2008 Server Standard R2 x64 w/ 5 CALS Software included: One (1) Apache/Tomcat Web Service
3	1	PowerEdge 4220 42U Rack Enclosure
	1	Doors & Side Panel
	1	Dell 1U KMM Console with Touchpad Keyboard and 17 LCD, Versa Rails (310-9963)
4	1	Rackmount Chasis w/ Ready Rails - converts to Su rackmount
5	16	Public View Workstations Dell OptiPlex 390 Mini Tower (single monitor support) Intel Core i3 2100 Processor 3.1Ghz, 3M 4 GB DDR3 SDRAM 1333mhz Integrated Intel GMA4500 VGA Video for single monitor 250GB 3.0gb/s 8MB DataBurst Cache SATA hard drive 16x DVD-ROM SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 7 Professional 3 year NBD onsite warranty
16	16	Dell E Series 20" Wide e2011H Flat Panel Monitor w/New System (VGA/DVI)



ITEM	QTY	PRODUCT DESCRIPTION
6	6	Staff Workstations Dell OptiPlex 790 Mini Tower (single monitor support) Intel Core i3 2120 Processor 3.3GHz 3M 4 GB DDR3 SDRAM 1333mhz Integrated Intel HD Graphics 2000 for single monitor VGA only 250GB 7200 RPM, 6.0gb/s SATA hard drive 16x DVD-ROM SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 7 Professional 3 year NBD onsite warranty
	6	Dell E Series E2311H 23" Wide Monitor w/New System (VGA /DVI)
7	4	Cashiering Workstations Dell OptiPlex 790 Mini Tower (single monitor support) Intel Core i3 2120 Processor 3.3GHz 3M 4 GB DDR3 SDRAM 1333mhz Integrated Intel HD Graphics 2000 for single monitor VGA only 250GB 7200 RPM, 6.0gb/s SATA hard drive 16x DVD-ROM SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 7 Professional 3 year NBD onsite warranty
	4	Dell E Series E2311H 23" Wide Monitor w/New System (VGA /DVI)
	4	Media Plus Automated Cash Drawer -USB - Black NEW (EAGLE/INCODE)
8	4	Fujitsu FI-6130 Color Scanner - Q53822 40 page per minute, 600 DPI, Duplex Ready 50 sheet Automatic Document Feeder Maximum Document Size 8.5" x 14" (legal)
9	3	Network Laser Printer Hewlett Packard LaserJet P3015DN 42 Pages per Minute, 128MB Memory 1200 dpi, USB, 10/100ENET, duplexing
	3	Additional 500 sheet input tray for P3015TN (CE530A) 32lb stock max
10	2	Hewlett Packard LaserJet Pro P1606DN 26 Pages per Minute, 32MB Memory 1200 dpi, USB, 10/100ENET, duplexing
11	5	HP Printer Warranty 1. Three (3) year on-site warranty for HP Printers provided by HP.
12	4	Bar Code Label Printers Zebra TLP 2844 Bar Code Document Label Printer with 203dpi resolution, 4ips print speed. USB Connection, USB Cable included.
13	4	Epson Receipt Printer Epson TM-H6000ii Receipt Printer. Thermal Impact Receipt Printer with Autocut. USB connection, includes USB cable. Includes Power Supply. White.
14	1	Rack Mount - APC 1500 - (SUA1500RM2U) This pricing has been estimated for the purposes of this quote. UPS will be sized according to each specific county's requirements.
15	1	KVM Switch Box with Cables (4 Position) Allows the use of one monitor and keyboard for up to four servers.



ITEM	QTY	PRODUCT DESCRIPTION
16	2	<p>Network Switch Linksys 8 Port or 16 Port Network Switch (depending on size of network).</p>
	1	<p>Dell PowerConnect 2824 web-managed switch, 24 gigabit ports, 2 SFP slots, 3yr warr</p> <p>MS-SQL Licensing Note: Runtime-Restricted Use Software. If you have acquired "Runtime-Restricted Use" Product; as such, the Product may only be used to run the integrated software turnkey application or suite of applications delivered by or on behalf of the Licensor (such application or applications referred to as the "Integrated Application") solely as part of the Integrated Application. The Product may not be used either (i) to develop and/or (ii) in conjunction with new applications, databases or tables other than those contained in the Integrated Application. Notwithstanding any provision of this EULA, you may only transfer the "Runtime-Restricted Use" Product as part of the Integrated Application, subject to the terms and conditions specified.</p>
17	1	<p>MS-SQL License (26+ users) Microsoft SQL Per Processor Runtime NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies applications only</p>
18		<p>Cabling & Network Services quoted do not include any network cabling or network infrastructure work. Tyler will provide patch cables from the workstations and server (if supplying the hardware) to the networked cable connection.</p>
19		<p>Shipping and Insurance Shipping and Insurance may have been estimated. Shipping and insurance costs are in addition to the cost of the equipment and will be billed to the customer at a later date.</p>
20		<p>Internet Connectivity for Remote Support and Updates TYLER requires a high-speed Internet connection, 512 Kb/S or faster, for System support. COUNTY shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. TYLER requires access to all TCP/IP ports on any systems that host the TYLER application infrastructure. NOTE: Failure by COUNTY to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees in subsequent renewal periods or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of the Agreement, at TYLER's discretion.</p>
21		<p>Image Storage Image Storage requirements have been estimated (Database/Image Server).</p>

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license for the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2) PRICE

a) The six-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

d) Three (3) years after CLIENT's verification of the initial "turn-key" system (36 regular monthly payments), COMPANY will replace all of the network hardware and software components with the latest "then current and available" COMPANY supported hardware and software. All costs associated with replacing the "turn-key" network included, but not limited to hardware, software, freight, insurance, staging, installation, implementation, training, conversion (of images and data from the existing network to the new network), travel and expenses have been included in this Agreement.

3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

c) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

d) CLIENT agrees to make fee payments for added Users during any Term of this Agreement.

e) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps, required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

f) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of

amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) 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. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

8) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by prior written notice sixty (60) days before such termination or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

9) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10) NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 7 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law not to utilize these non-

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

appropriation provisions for such purposes.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.
- e) COMPANY may assign portions of the above services to an independent contractor working at the direction of COMPANY pursuant to Exhibit A. In such event, COMPANY will provide notice to CLIENT of any such assignment.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

- a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software

products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

- b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

- c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

- d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

- e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) PROFESSIONAL SERVICES FEES

- a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates

requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection. If CLIENT will not allow access COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) **LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

9) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

APPLICATION AVAILABILITY SERVICES AGREEMENT

OVERVIEW: Application Availability (AAS) services are intended to provide secondary storage of Tyler Software data and images as well as a secondary operating system for use in the event of an onsite disaster which renders the CLIENT's system inoperable.

The Application Availability system is not intended to replace onsite hardware backup systems and/or procedures for conducting daily backups of data and image information, per best practices.

TYLER is only responsible for correct functioning of the Application Availability system to the extent possible through testing of CLIENT systems at the time of going live. TYLER shall be properly notified of any changes in CLIENT's network system subsequent to go-live so that the DR system can be updated in a timely manner. Changes which are not reported to TYLER with adequate time for re-testing of Application Availability system are beyond TYLER's control and may nullify TYLER's responsibilities under this Agreement.

The client shall be responsible for maintaining sufficient symmetric bandwidth for data transfers to complete in a reasonable amount of time. This includes normal operations as well as operations during a disaster.

As part of this Sales Agreement, CLIENT agrees to subscribe to TYLER's Application Availability Services, outlined below. The annual AAS fee will cover the current database and images plus an annual growth rate in the database and images. The annual growth rate is assumed to be no greater than 7% per annum during the term of the contract. Should the CLIENT require additional storage space due to historical index and/or image conversions or if annualized growth should exceed the 7% per annum rate, TYLER reserves the right to recalculate the fee at each annual anniversary of this agreement. CLIENT will have the option of accepting the revised fee or terminating the Application Availability Services at the yearly anniversary of the contract.

Payment terms:

The first annual fee for Application Availability Services described herein will be due and payable upon initiation of these services.

Term of service:

The Application Availability System provided hereunder shall be provided for a period beginning on the date of initiation of these services and thereafter for twelve (12) months. In the event of termination by either party, CLIENT shall be responsible for any services provided through the date of termination.

Renewal(s) shall be under such terms, conditions and price changes as TYLER and CLIENT shall agree upon in writing at least 30 days prior to the expiration of the term hereof or of any renewal period. In the absence of any written specification, the renewal(s) shall be automatic and upon the same terms and conditions as in the period prior to the renewal.

This Application Availability Services Agreement shall automatically renew for additional twelve month periods after the third year unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms, conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period.

APPLICATION AVAILABILITY SERVICES AGREEMENT

Disaster Recovery Services:

1. SCOPE OF SERVICES

This document describes the services that TYLER will provide. Specifically, TYLER will provide Application Availability services for CLIENT's TYLER applications listed in the sales agreement.

All Services will be provided remotely. No on-site Services are included in the Scope of Services.

2. ELECTRONIC TRANSFER

The offering consists of planning / management services, remote access to CLIENT's TYLER system for critical, predefined users and the operations staff necessary to ensure recovery of CLIENT's stored data.

The electronic transfer solution also provides at least nightly transfers and limited archiving of CLIENT's TYLER data.

3. TYLER's RESPONSIBILITIES

TYLER will coordinate all activities associated with transfer of data to its Data Center and will:

- ξ identify critical users
- ξ review the plan with CLIENT
- ξ provide guidance for DR policies and procedures
- ξ confirm data/image transfer into its Data Center
- ξ provide annual DR walkthrough at CLIENT's request

4. CLIENT's RESPONSIBILITIES

CLIENT agrees to:

- ξ provide remote access to its TYLER database server for analysis and configuration of data transfer
- ξ provide network support if required to enable database replication or FTP transfer of data from CLIENT's servers to the TYLER data center.
- ξ identify critical users
- ξ identify critical processes
- ξ provide PCs, peripherals and high speed internet access from CLIENT's alternate processing location, if required.
- ξ provide technical resources to configure remote access PCs, including TYLER supplied application software, if required.
- ξ complete chain of command document for communication during a disaster
- ξ provide Internet access in accordance with Paragraph L.3 of the Sales Agreement.
- ξ integrate this plan with CLIENT's comprehensive DR plan.

5. TESTING

- ξ CLIENT may elect to perform one test of the DR Service annually. CLIENT shall schedule the DR test with TYLER 30 to 60 days in advance. TYLER provides one DR test annually at no charge to the CLIENT. However, TYLER will assess a service fee for each additional DR test requested by the CLIENT. Services performed by the CLIENT for the DR test are at its own cost.

APPLICATION AVAILABILITY SERVICES AGREEMENT

- ξ Results of tests of the DR Service: If either TYLER's or the CLIENT's test of the DR Service discover any problems or deficiencies in TYLER's DR services, TYLER shall resolve such problems or deficiencies within thirty (30) days of learning of such problems or deficiencies. If such problems are not resolved within such period of time, the CLIENT may terminate this Amendment by giving TYLER thirty (30) days notice of such termination.

6. ESTIMATED PROJECT SCHEDULE

The Implementation Services will be performed consistently with the estimated schedule mutually agreed upon by both parties. The parties agree to make reasonable efforts to carry out their respective responsibilities according to such schedule.

Once the system is live, a disaster may be declared by the CLIENT for the term of CLIENT's contract.

7. TYLER'S PROJECT MANAGER

Project management services are provided as part of the Business Continuity service. TYLER will designate a Project Manager who will be its contact for all communications with CLIENT and will have the authority to act on its behalf in matters regarding the Statement of Work. TYLER's project manager will perform the following tasks:

- ξ review Statement of Work with CLIENT's project manager
- ξ review current project status
- ξ recommend changes or additions to the project as appropriate
- ξ administer the change control procedure; and
- ξ review and evaluate the progress of the project with CLIENT's project manager to resolve any necessary changes.

8. CLIENT'S PROJECT MANAGER

CLIENT's responsibilities listed in this Statement of Work are to be provided at no charge to TYLER. TYLER's performance is predicated upon the following responsibilities being fulfilled by CLIENT.

Prior to the start of the Statement of Work, CLIENT will designate, in writing, a person who will be CLIENT's Project Manager. All of our communications will be addressed to the Project Manager who has the authority to act for CLIENT in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- ξ interface between TYLER Project Manager and CLIENT organization
- ξ administer project change control with TYLER project manager
- ξ arrange reasonable access to CLIENT data for project personnel, as required
- ξ conduct any communication through TYLER Project Manager
- ξ help resolve and escalate project issues within CLIENT organization as required
- ξ obtain and provide project requirements, data, decisions and approvals within five business days. If such requirements, data, decisions or approvals are delayed beyond the time specified, CLIENT agrees to relieve TYLER of its responsibility for the affected Service until CLIENT performs that obligation.
- ξ accept responsibility for the data files, selection and implementation of controls for CLIENT location, and security of the stored data.

CLIENT acknowledges that it is CLIENT's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes, provided that CLIENT's acknowledgment of such

APPLICATION AVAILABILITY SERVICES AGREEMENT

responsibility is limited to only those federal, state and local laws, regulations and statutes applicable to the CLIENT and such responsibility does not in any way alter TYLER's obligations to comply with applicable laws, rules and regulations as set forth in the Agreement or as otherwise required by law.

9. PROJECT CHANGE CONTROL PROCEDURE

When both parties agree to a change in this Statement of Work, a written description of the agreed change will be prepared which must be signed by both parties. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested change, TYLER may charge for its effort required to analyze it. When charges are necessary in order for TYLER to analyze a change, TYLER will give CLIENT a written estimate before beginning the analysis on CLIENT's written authorization. The terms of the agreed upon Change Authorization will prevail over those in this Statement of Work or any previous Change Authorization.

10. DECLARATION OF A DISASTER

A disaster is defined as an unplanned event that prevents CLIENT'S TYLER software products from performing Critical Processes, as defined in the CLIENT's Disaster Recovery Plan ("Plan"), potentially harming CLIENT's financial standing or public image ("Disaster"). Examples of a Disaster are fire, hazardous materials incident, flood, hurricane, tornado, winter storm, earthquake, radiological accident, civil disturbance or explosion. A Disaster is not a hardware or network failure that is covered by TYLER's Software Support or a problem that can be repaired in less than thirty-six (36) hours.

11. Application Availability

The following turn up times will apply to each corresponding product for which TYLER will have the CLIENT's data available for access within TYLER's Application Availability System.

Tyler Content Manager – 12 Business Hours

Tyler Public Safety – 4 Business Hours

INCODE Software Modules – 4 Business Hours

Eden Financials – 4 Business Hours

Property Tax – 4 Business Hours

Eagle Recorder – 12 Business Hours

12. Daily Backup Monitoring

TYLER will monitor local backup jobs on CLIENT's Server housing TYLER Application Data. A monthly backup report will be emailed to a specified contact with a performance summary on local backup jobs. CLIENT must utilize either Windows NTBackup or Veritas Backup Exec on the local TYLER Data Server. Centralized Backup Solutions are not supported for Monthly Backup Reporting.

Exhibit A

COMPUTERIZED DAILY INDEXING OF LAND RECORDS SPECIFICATIONS

The "Daily" indexing services provided by the Kofile Imaging must provide the following:

1. The Kofile Daily Indexing Service must be able to provide an index of all variations of land record, vital records, and other documents filed or recorded in the County Clerk's Office.
2. The Kofile Daily Indexing Service must provide as close to humanly possible error-free indexing, which is achieved by the combination of all of the following components:
 - ① Indexing and Blind Re-Key Verify(double-entry) of all fields as specified in this document
 - ② Field validation that prevent alphabetic data in numeric fields and vice-versa
 - ③ Automated checks for missing document numbers, missing parties to the document and other data components that make up the index data of the document
 - ④ User Manuals and User Training for County Staff
3. The Tyler Eagle System will automatically generate a "Document Summary" report to account for all of the office's instrument numbers. This report will show all of the documents indexed in each category, any documents not indexed, any document not uploaded for indexing, etc. Report output page sizes should be 8 1/2 by 14 inches in size, printed landscape in laser print quality
4. The indexing services will index the following information according to these specifications:
 - ① All Grantor and Grantee names
 - ② Grantor and Grantee character name fields of up to 60 characters per name
 - ③ Human names are indexed LAST NAME FIRST NAME MIDDLE NAME/INITIAL
 - ④ Business names are indexed as listed per customer specifications
 - ⑤ Each Human or Business name is listed on a separate index line
 - ⑥ Legal Descriptions up to 3 formats
 - ⑦ Property descriptions will be indexed per customer specifications
 - ⑧ Document Name Field (County will enter in Document Type or Code at the time of cashiering) and can be updated by the indexing services data.
 - ⑨ Related Instrument/Document Reference Number
5. The daily indexing service will also provide the following services:
 - ① Archive film creation - archive film will meet all applicable ANSI/AIIM standards and is processed in a Kodak image guard certified laboratory
 - ② Vault storage - vault storage facility is HIPPA and OSHA compliant and exceeds applicable ANSI standards
 - ③ Target system format conversion
 - ④ Consulting - document code audit and merge
 - ⑤ Consulting - document definition audit and merge
 - ⑥ Disaster recovery electronic off-site backup
6. The Tyler Eagle System will automatically download all new document images on a nightly basis, Monday through Friday, for the daily indexing service.
7. The Tyler Eagle System will automatically download all indexed data 12 to 36 hours later.
8. Payment for the Kofile Imaging Daily Indexing Service set forth in this Agreement shall consist of the following pricing schedule. Client shall pay on a monthly basis.
 - ① \$3.75 per document

THIS AGREEMENT, INCLUDING THE EXHIBITS, CONSTITUTES THE EXCLUSIVE STATEMENT OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES FROM TYLER TO CLIENT EXCEPT AS SPECIFICALLY SET FORTH HEREIN, EXCEPT FOR ANY SUCH WRITTEN WARRANTIES, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY AMENDMENTS, ADDENDA, ALTERATIONS OR MODIFICATIONS TO THE TERMS OR CONDITIONS OF THIS AGREEMENT SHALL BE IN WRITING AND SIGNED BY BOTH PARTIES.