



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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 License and Services Agreement.
- **“Available Download Date”** means the date we make the Tyler Software available to you for downloading.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Deschutes County 911 Service District.
- **“Daily Rate”** means the daily rate for Professional Services, Project Management or Development personnel. The daily rate is protected for 24 months after the Effective Date and covers all hours worked by Tyler personnel. Professional Services rate is \$1,280, Project Management is \$1,440 and Development Personnel is \$1,440. After 24 months, services requested will be at our then-current rates.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current user 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 date on which your authorized representative signs the Agreement.
- **“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.
- **“Go Live”** shall mean the mutually agreed-to date, set forth in the Statement of Work and/or project plan, and subject to change by mutual agreement, on which live transactions will be entered into the live/production environment. In any event, if the Tyler Software is used in live production, “Go Live” is achieved.
- **“Go Live Date”** means the date the Go Live is achieved.

- **“Investment Summary”** means the agreed upon cost proposal for the software, 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](#).
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as [Exhibit C](#).
- **“Statement of Work”** means the mutually agreed to documents setting forth roles, responsibilities, tasks, and deliverables as applicable, scope of services for third-party service providers (Exhibit E. herein).
- **“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 End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software 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.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other and related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“We”, “us”, “our”** and similar terms mean Tyler.
- **“You”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes in effect as of the Effective Date. . You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through the applicable Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your

license. You will give us advance written notice of any such transfer and will pay us for any technical assistance you require or request associated with such transfer. If we independently require you to perform such a transfer prior to use in live production, we agree to provide our technical assistance associated with the transfer at no additional cost to you.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have an applicable Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the applicable Maintenance and Support Agreement at no charge to you beyond your annual maintenance and support fees.
5. System Configuration and Hardware Compatibility. Our recommended system configuration and hardware compatibility information for your initial installation, planned hardware upgrades and replacements is contained within the Statement of Work. We warrant the recommended hardware configuration, as described in Exhibit E, Schedule 4, is sufficient to operate the currently proposed Tyler Software.
6. Data. We agree that all data we receive from you that is used or stored in connection with the Tyler Software or services provided under this Agreement is, or will be, and shall remain your exclusive property and shall be deemed your confidential information, as set forth in Section I(19). We hereby waive any interest, title, lien or right to any such data.
7. Risk of Loss. Delivery of Third Party Hardware shall be made in accordance with the project plan schedule (included as part of the Statement of Work). Minor variances from this project plan schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Third Party Hardware shall be installed and placed into good working order by each respective representative in accordance with the SOW. During the time period where the Third Party Hardware is in transit and until the Third Party Hardware is fully installed in good working order, each party and their insurer shall be responsible for the Third Party Hardware in accordance with the SOW and each party bears responsibility for all risk and loss or damage to their Third Party Hardware.

Comment [CS1]: Per conversation on 8.2, I have accepted deletion of refund language. DC911 agrees to deletion, assuming the parties can come to agreement on acceptance language.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. 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.
3. Additional Services.
 - 3.1 If additional work is required beyond the scope of services set forth in the Investment Summary and the Statement of Work, 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 ninety (90) days, and we agree not to perform any work pursuant to an addendum or change order without your specific authorization.
 - 3.2 The professional services itemized in the Investment Summary include twenty (20) additional days of Implementation and Training services and twelve (12) additional days of Project Management services that can be used upon your written request without an addendum or change order. You have the option to use or not use these days and will be billed only for the days or partial days used.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of events scheduled in the Project Plan. Therefore, if you unilaterally 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) no more than two (2) days of 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. Key Personnel.
 - 5.1 In the event our personnel provide services that do not conform to our services warranty, we will be given a reasonable opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of the personnel in question.
 - 5.2 Recognizing that project management is a key factor in implementing the project according to the Statement of Work in Exhibit E, we will assign a project manager with experience in implementing similar-sized or larger public safety projects as an employee of Tyler. Prior to assigning a project manager, we will provide you with the resume for the proposed project manager and, upon request, make the proposed project manager available to you for a telephone interview.
 - 5.3 We shall ~~attempt~~ make commercially reasonable efforts to maintain the same project manager until Final Acceptance of the system. However, if we need to replace the project manager, we will make every effort as circumstances allow to provide you with written notice at least ten (10) business days prior to the date of the replacement. Before assigning a new project manager, we will provide you with the resume for the proposed project manager and, upon request, make the proposed project manager available to you for a telephone interview.
6. Services Warranty. Each of the project team members assigned to the project shall be appropriately qualified, trained, skilled, knowledgeable and experienced for the respective position and duties to which assigned, and shall be available to devote sufficient time to perform the services itemized in the Statement of Work, and according to the standards and processes set forth therein. 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.

7. Site Access and Requirements. At no charge 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 further agree to provide, at no charge to us, a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software and Third Party Products is a cooperative process requiring the time and resources of your personnel. 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 you have contracted for, and assisting us by performing the roles, responsibilities, and tasks outlined in the Statement of Work and mutually developed in the project plan and schedule. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Final Acceptance. Tyler and Client will conduct Acceptance Testing as provided for in Exhibit E. Final Acceptance will occur after the completion of the 90-day Acceptance Test Period and when all errors classified as needing to be remedied before Final Acceptance have been remedied.

Comment [CS2]: I do want to clarify or nail down this distinction between "Defect" (a defined term) and "error." If my edits to Exhibit E are acceptable, then I think this should be replaced with Defects, as we define P1 and P2 Defects, and other Defects that the party agree need to be fixed, as being prerequisites for acceptance.

SECTION D-- MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following

terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s), if applicable.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary, if any.
 - 2.2 If the Third Party Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
 - 2.4 Third Party Products Warranties.
 - 2.5 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 2.6 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 2.7 You acknowledge that we are not the developer or manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product 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 sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together 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 only withhold payment of the amount(s) actually in dispute until (a) we complete the action items outlined in the plan; or (b) after we notify you that 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, and you do not perform those items within the extended timeframe we mutually may agree to, with both (a) and (b) measured according to the performance and/or delivery standards set forth in that plan or this Agreement. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so. Failure to contest an invoice as set forth herein does not waive our warranty obligations under the Agreement.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 I(3). In the event of termination for cause, 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.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. For Convenience. You may terminate this Agreement for convenience upon thirty (30) days' prior written notice. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, 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, and that you have not timely disputed under Section F(2). With the exception of pre-payments for products or services not yet provided, you will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 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; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. 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. General Property Damage and Personal Injury Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury, wrongful death, or loss of property, which may arise or be alleged to have arisen for negligent acts, errors, omissions, or other wrongful conduct of us, our employees, agents, subcontractors, or any other person or entity acting under our control, in connection with our performances of the services pursuant to this Agreement; and to that extent, we shall pay all such claims and losses and shall pay all associated costs and judgments.
- 2.2 To the extent permitted by applicable law, subject to the damages limitations of Oregon Tort Claims Act, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct 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.

3. DISCLAIMER. 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. LIMITATION OF LIABILITY. 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 DIRECT DAMAGES, NOT TO EXCEED TWO TIMES THE ONE-TIME LICENSE AND SERVICES FEES SET FORTH IN THE INVESTMENT SUMMARY. THOSE FEES ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2), OR THAT ARISE OUT OF OUR WILLFUL, RECKLESS OR WANTON MISCONDUCT OR OUR BAD FAITH CONDUCT.
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. Insurance. 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 I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within forty-five (45) 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 meet 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, 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. Taxes. 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 arising from our performance of this Agreement.
5. Nondiscrimination. 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. Conflicts of Interest. We covenant that to the best of our knowledge and belief, we presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict with our performance under this Agreement. We further covenant not to offer or give any gratuity (e.g. dinner, entertainment or gift) to you or your employees that is intended by the gratuity, to obtain further services, or to obtain favorable treatment under the contract.
7. Solicitation. Excluding general solicitation and hiring in accordance with its standard general recruiting practices, through advertising in publications or through Internet sites, and independent employment agencies, Tyler shall not solicit or hire, in any capacity whatsoever, directly or indirectly, any of your employees, within one year of the Effective Date.
8. E-Verify. 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.
9. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
10. Binding Effect; No Assignment. 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.
11. Force Majeure. 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.
12. No Intended Third Party Beneficiaries. 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 End User License Agreement(s).

13. Entire Agreement; Amendment. 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. In addition, in the event of any conflict between the terms of this Agreement (including the Invoicing and Payment Policy and the Statement of Work) and the comments provided in the Investment Summary, the terms of this Agreement will prevail.
14. Severability. 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.
15. No Waiver. 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.
16. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
17. Notices. All notices or communications required or permitted as a part of this Agreement 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.
18. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
19. Confidentiality. 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;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (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; 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.

20. **Business License.** 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.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, the "claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon.
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. **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.
24. **Video Taping.** We understand that you reserve the right to video and/or audiotape any and all training sessions, whether held at your site or ours or via teleconference. Use of such tapes shall be strictly for your staff training purposes, and subject to all applicable limitations on use and disclosure set forth in this Agreement.
25. **Contract Documents.** This Agreement includes the following exhibits:

| | |
|--------------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Schedule B-1 | Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement Schedule |
| Schedule C-1 | Support Call Process |
| Exhibit D | Third Party End User License Agreement |
| Exhibit E | Scope of Work |
| Schedule E-1 | Implementation and Training Support Services |
| Schedule E-2 | Data File Conversion Services |
| Schedule E-3 | Customer Requested Standard Software Enhancement/Modifications and/or Custom Software |
| Schedule 4 | Acceptance Testing |
| Schedule 5: | Hardware Specifications |

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.

Deschutes County, OR

By: _____

By: _____

Name: Greg Sebastian

Name: Alan Unger

Title: President, Public Safety Division

Title: Chair, Governing Board

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Deschutes County 911 Service District
20355 Poe Sholes Drive, Suite 300
Bend, OR 97701
ATTN: Director



Exhibit A – Investment Summary

The following Investment Summary details the software, products, 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.

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Investment Summary
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
August 2, 2016

Tyler Software and Services

| | | |
|---|----------------------------|---------------------------|
| A. License Fees | | \$329,400 |
| 1) Licensed Standard Software | \$610,000 | |
| 2) Less Discount | (152,500) | |
| 2) Less Customer Loyalty Discount | (128,100) | |
| B. Professional Services | | 536,270 |
| 1) Project Management | | |
| 2) Implementation and Training | | |
| 3) Systems Assurance and Software Installation | | |
| 4) Interface Installation Fees including GIS Implementation | | |
| 5) Decision Support Software Implementation Services | | |
| 6) Custom Software/Custom Software Interfaces | | |
| C. Third Party Products and Services | | 128,550 |
| 1) Third Party Products and Services | | |
| D. Travel and Living Expenses (Estimate) | | 78,000 |
| | TOTAL ONE TIME COST | <u>\$1,072,220</u> |

Maintenance

E. Maintenance and Support Fees

| | |
|--------------------|-----------|
| Year 1 Maintenance | Waived |
| Year 2 Maintenance | \$120,015 |
| Year 3 Maintenance | 123,615 |
| Year 4 Maintenance | 127,324 |
| Year 5 Maintenance | 131,144 |

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

| A. LICENSE FEES | | |
|------------------------|--------------------|-------------------|
| ITEM | DESCRIPTION | INVESTMENT |

STANDARD SOFTWARE TO BE DROPPED FROM MAINTENANCE

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

1. Base Communications Server (1-500 units)

Additional New World Software for RS/6000 Message

2. Switch

- Non-New World CAD Interface (1-500 units)

STANDARD SOFTWARE TO BE ADDED

CAD

3. New World Enterprise Combined LE/Fire/EMS CAD

\$99,000

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

| | |
|---|--------|
| 4. Additional New World Enterprise Software for Computer Aided Dispatch | |
| - BOLOs | 9,000 |
| - CAD Auto Routing | 9,000 |
| - CAD AVL | 9,000 |
| - Web CAD Monitor | 30,000 |
| | |
| 5. New World Enterprise Third Party Interface Software | |
| - CAD Paging Interface <i>Supports SNPP, SMTP, Standard TAP, WCTP</i> | 9,000 |
| - E-911 Interface | 9,000 |
| On-Line Modules | |
| - On-Line CAD Interface to State/NCIC <i>Includes state-specific standard forms</i> | 9,000 |
| - Pictometry Interface | 9,000 |
| - Pre-Arrival Questionnaire Interface (2 questionnaire(s) - EMD, Fire) <i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone</i> | 18,000 |
| - Encoder Interface <i>Supports Zetron Models 25, 26, Locution, WestNet First In, Zetron IP-based FSA</i> | 9,000 |
| - Out-of-Band AVL Interface (one-way interface) | 11,000 |
| - ePCR Interface (supports ImageTrend) | 22,000 |
| - PulsePoint Interface | 11,000 |

| | |
|------------------------------|------------------|
| SUB-TOTAL CAD MODULES | \$263,000 |
|------------------------------|------------------|

FIRE RECORDS

| | |
|---|--------|
| 6. New World Fire Records Software Base Package* | 18,000 |
| - Pre-plans | |

**The license for the Fire Records module is solely for pre-plan functionality. Customer shall not be entitled to use any other Fire Records functionality without paying additional software license fees. Use of the Fire Records modules for functionality other than pre-plans shall require Customer to pay for the full License and failing to do so shall invalidate Customer's limited license to Fire Records.*

| | |
|---------------------------------------|-----------------|
| SUB-TOTAL FIRE RECORDS MODULES | \$18,000 |
|---------------------------------------|-----------------|

DECISION SUPPORT SOFTWARE

**7. Law Enforcement Management Data Mart
(CAD, RMS)**

- Includes 10+ users

20,000

Dashboards for Law Enforcement

14,000

| | |
|---|-----------------|
| SUB-TOTAL DECISION SUPPORT MODULES | \$34,000 |
|---|-----------------|

MOBILE SOFTWARE

8. New World Mobile Messaging Server

\$70,000

CLIENT SOFTWARE

9. New World Mobile Software

Mobile Messaging

225,000

| | | | |
|---|-------|-----|-----------|
| Dispatch/Messaging/LE State/NCIC (250 units) | \$400 | ea. | \$100,000 |
| Driver's License Mag Stripe Reader/Barcode Reader Interface (250 units) | 100 | ea. | \$25,000 |
| Mugshot Image Download (250 units) | 100 | ea. | \$25,000 |
| State Photo Download (250 units) | 100 | ea. | \$25,000 |
| In-Car Mapping / AVL (250 units) | 100 | ea. | \$25,000 |
| In-Car Routing (250 units) | 100 | ea. | \$25,000 |

| | |
|---------------------------------|------------------|
| SUB-TOTAL MOBILE MODULES | \$295,000 |
|---------------------------------|------------------|

STANDARD SOFTWARE LICENSE FEE

\$610,000

LESS DISCOUNT

(152,500)

| | |
|---------------------------------|-------------------------|
| NET SOFTWARE LICENSE FEE | <u>\$457,500</u> |
|---------------------------------|-------------------------|

LESS CUSTOMER LOYALTY DISCOUNT

(128,100)

| | |
|-----------------------------------|-------------------------|
| TOTAL SOFTWARE LICENSE FEE | <u>\$329,400</u> |
|-----------------------------------|-------------------------|

Note: The following agencies, along with any entity/agency within the Deschutes County 9-1-1 Service District to which the Client provides services as of the Effective Date, are authorized users:

- Alfalfa Rural Fire Protection District
- Black Butte Ranch Rural Fire Protection District
- Black Butte Ranch Police Department
- City of Bend Fire Department
- City of Bend Police Department
- City of Redmond Police Department
- Cloverdale Rural Fire Protection District
- Crooked River Ranch Fire and Rescue
- Deschutes County Sheriff's Office
- Deschutes County 911 Service District
- La Pine Rural Fire Protection District
- Redmond Fire and Rescue
- Sisters/Camp Sherman Rural Fire Protection District
- Sunriver Fire Department
- Sunriver Police Department

| B. PROFESSIONAL SERVICES | | |
|--------------------------|-------------|------------|
| ITEM | DESCRIPTION | INVESTMENT |

PROFESSIONAL SERVICES

- | | | |
|----|--|----------|
| 1. | Project Management Services as required: - Project Management - Overall consultation and communication - Monthly status reports and project updates throughout the duration of the project - Implementation Plan | \$90,000 |
|----|--|----------|

Comment [ML3]: Craig N will fix

- | | | |
|----|--|----------|
| 2. | Up to 12 days of onsite Additional Project Management <u>Travel</u> <u>Time. Services for:</u> Project Management Overall consultation and communication Monthly status reports and project updates throughout the duration of the project Implementation Plan | \$17,280 |
|----|--|----------|

Comment [CS4]: The hours for the four trips are included in item 2, immediately below.

*The Client has the option to use or not use these days and will be billed only for the days or partial days used.

| | |
|---|----------------|
| <p>3. Up to 93 days of Implementation and Training Services are included for:</p> <ul style="list-style-type: none"> - Software Tailoring and Set Up - User Education and Training - Other Technical Support - Travel Time Included <p><i>* Assumes train-the-trainer approach, with the exception of CAD, which is end user training</i></p> | <p>119,040</p> |
| <p>4. Up to 20 days of Additional Implementation and Training Services are included for:</p> <ul style="list-style-type: none"> - Other Technical Support as needed - Travel Time Included <p><i>*The Client has the option to use or not use these days and will be billed only for the days or partial days used.</i></p> | <p>25,600</p> |
| <p>5. Aegis 11 / Esri 10.2 Upgrade Service Fees</p> <ul style="list-style-type: none"> - Esri Upgrade Services 2,560 - Version 11 Upgrade 2,560 - Server Migration (no CAD) 12,800 | <p>17,920</p> |
| <p>6. Systems Assurance and Software Installation</p> <p>New World Enterprise High Availability Environment 18,400</p> <ul style="list-style-type: none"> - Install and configure high availability environment (HyperV or VMWare) - Configure application server - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration <p>Message Switch Staging to include: 2,560</p> <ul style="list-style-type: none"> - Install and configure message switch software - Configure system variables (i.e., operating system, interfaces, etc.) <p>Standard Combined LE and Fire Mobile Environment 16,000</p> <ul style="list-style-type: none"> - Install and configure mobile servers (live and test) - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify mobile configuration - Verify wireless connection | <p>36,960</p> |
| <p>7. Fixed Installation Service Fees:</p> | <p>48,320</p> |

Comment [CS5]: FROM SEPARATE LICENSING AND SERVICES AGREEMENT (PRE TYLER). DO WE NEED A LINE EXPLAINING?

| | |
|---------------------------------------|--------|
| - Web CAD Monitor | 1,280 |
| - CAD Pager Interface | 2,560 |
| - 911 Interface | 1,280 |
| - On-Line CAD Interface to State/NCIC | 2,560 |
| - Pictometry Interface | 640 |
| - Pre-Arrival Questionnaire Interface | 1,280 |
| - Encoder Interface | 7,680 |
| - Out-of-Band AVL Interface | 9,600 |
| - ePCR Interface | 2,560 |
| - Pulsepoint Interface | 3,840 |
| GIS Implementation | 15,040 |

8. Decision Support Software Implementation Services: (CAD, RMS) 4,800
- Installation of standard library components (cubes and dashboards)
 - Training with data and reporting cubes
 - Training on use of data mart for custom report building
 - Requires up to 2 on-site trips - remaining work will be completed remotely

9. DATA FILE CONVERSIONS (Estimate)

| | |
|--|--------|
| Data File Conversion Pricing Estimates | 27,850 |
| Data Conversion Analysis and Assessment | 4,000 |
| Base Conversion | |
| Master Files | 11,000 |
| - Master Name (Jackets) | |
| - Addresses | |
| - Narratives | |
| <i>Includes one source of data: names, addresses, characteristics, relationships, contact info, prior addresses for names. Does not include everything the name is lined to (e.g., tickets, arrests, etc.)</i> | |
| Address Re-Verification | 5,850 |

Comment [ML6]: Need to revise

We do not understand what the difference is between base conversion, address re-verification, and fire records. What about describing the conversion in Schedule 3 and changing item to read something like "data conversion according to Schedule 3?"

We made some revisions to schedule 3 regarding the source files. Can you make additional revisions to describe what base conversion, address re-verification, and fire records is?

Includes processing of converted (and other existing addresses through the GIS verification methodology. Results are applied to the live Address table. Duplicate addresses are consolidated. This is not an Address cleanup process.

Fire Records

Additional Fire Modules

| | |
|----------------------|-------|
| - Business/Buildings | 3,500 |
| - Hydrant | 3,500 |

10. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES ~~(Estimate)~~ 148,500

Third Party Software Product (Custom Interfaces)

CAD Interfaces

| | |
|--|--------|
| - Sansio ePCR Interface (one-way) | 18,360 |
| - ImageTrend Incident Reporting System Interface (one-way) | 18,360 |
| - Intterra CFS Export Interface (one-way) | 18,360 |
| - CAD to CAD State BUS Interface (two-way) | 42,840 |
| - Hitech SafetyNet Interface (two-way) | 50,580 |

Comment [ML7]: Need to say somewhere that pricing will not change if functionality does not change.

| | |
|--------------------------------------|------------------|
| TOTAL IMPLEMENTATION SERVICES | \$536,270 |
|--------------------------------------|------------------|

| C. THIRD PARTY PRODUCTS AND SERVICES | | |
|---|--------------------|-------------------|
| ITEM | DESCRIPTION | INVESTMENT |

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. GIS Software 114,000

| | | |
|--|---------|--------|
| CAD | | |
| - Esri 10.2 | | 9,000 |
| - CAD Workstations using ArcGIS Engine Runtime (30 workstations) | 500 ea. | 15,000 |
| Mobile | | |
| - Mobile In-Car Mapping and Routing (360 units) | 250 ea. | 90,000 |

THIRD PARTY HARDWARE

b. Hardware, System Software & Services 14,550

| | |
|---------------------------------|--------|
| Message Switch (3year warranty) | 14,250 |
|---------------------------------|--------|

| | | |
|--------------------------------|---------|-----|
| Lantronix UDS-1100 - 2 unit(s) | 150 ea. | 300 |
|--------------------------------|---------|-----|

| | |
|--|------------------|
| TOTAL THIRD PARTY PRODUCTS AND SERVICES | \$128,550 |
|--|------------------|

D. TRAVEL AND LIVING EXPENSES (Estimate)

Formatted Table

| ITEM | DESCRIPTION | INVESTMENT |
|------|-------------|------------|
|------|-------------|------------|

1. **TRAVEL AND LIVING EXPENSES (Estimate)**
 Estimated 39 trips at \$2,000 per trip. \$78,000

Comment [ML8]: Craig N reviewing for accuracy

TOTAL ONE TIME COST \$1,072,220

E. MAINTENANCE AND SUPPORT FEES

| ITEM | DESCRIPTION | INVESTMENT |
|------|-------------|------------|
|------|-------------|------------|

1. **MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):**

1. ~~Associated~~ Maintenance and Support fees will be ~~added to the Client's current Maintenance and Support Agreement and~~ will be invoiced on a pro rata basis ~~beginning for the period running from~~ November 1, 2017 ~~through December 31, 2017~~, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. ~~License fees include (includes license for Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)~~

| | |
|-------------------------------|-----------|
| 365-day No Charge Maintenance | Waived |
| Year 2 Maintenance: | \$120,015 |
| Year 3 Maintenance: | 123,615 |
| Year 4 Maintenance: | 127,324 |
| Year 5 Maintenance: | 131,144 |

Comment [ML9]: Tyler will see what combining RMS and CAD contract will entail.

2. Beginning January 1, 2017, Client will receive maintenance and support services under the terms of this Agreement for the software products listed in Table 1 below, and the previous maintenance and support agreement(s) pertaining to those products will terminate. These products were licensed under separate contract. Maintenance and support fees for these products will be as provided in Table 2 below, with future increases governed by Exhibit B of this Agreement.

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Table 1

| Coverage Period * | 1/1/2017 | To | 12/31/2017 | Original Contract | Units |
|---|--|----|------------|-------------------|-------|
| Software under Maintenance Agreement | | | | | |
| Aegis MSP Software | | | | | |
| Law Enforcement Records Software | | | | | |
| | Activity Reporting and Scheduling MSP | | 12/20/10 | | 1 |
| | Alarms Tracking and Billing MSP | | 12/20/10 | | 1 |
| | Bookings MSP | | 12/20/10 | | 1 |
| | Career Criminal Registry MSP | | 12/20/10 | | 1 |
| | Case Management MSP | | 12/20/10 | | 1 |
| | Data Analysis Mapping & Management Reporting MSP | | 12/20/10 | | 1 |
| | Equipment Tracking MSP | | 12/20/10 | | 1 |
| | Field Investigations MSP | | 12/20/10 | | 1 |
| | Gang Tracking MSP | | 12/20/10 | | 1 |
| | Gun Permits MSP | | 12/20/10 | | 1 |
| | LE Records Federal & State Compliance MSP | | 12/20/10 | | 1 |
| | LE Records Multi-Jurisdictional Base MSP | | 12/20/10 | | 1 |
| | Narcotics Management MSP | | 12/20/10 | | 1 |
| | Orders of Protection MSP | | 12/20/10 | | 1 |
| | Pawn Shops MSP | | 12/20/10 | | 1 |
| | Property Room Bar Coding MSP | | 12/20/10 | | 1 |
| | State Accidents Compliance MSP | | 12/20/10 | | 1 |
| | Ticket Writer Interface MSP | | 12/20/10 | | 1 |
| | Vehicle Tracking MSP | | 12/20/10 | | 1 |
| Public Safety Interface Software | | | | | |
| | Citizens Reporting Interface MSP | | 12/20/10 | | 1 |
| | On-Line Global Subjects Interface to State/NCIC MSP | | 12/9/11 | | 1 |
| | On-Line Property Checks Interface to State/NCIC MSP | | 12/20/10 | | 1 |
| | On-Line Wants & Warrants Interface to State/NCIC MSP | | 12/20/10 | | 1 |
| | State/NCIC Interface MSP | | 12/20/10 | | 1 |
| Photo Imaging Software | | | | | |
| | Digital Imaging MSP | | 12/20/10 | | 1 |
| | Public Safety Mug Shots/Line-Ups MSP | | 12/20/10 | | 1 |
| Mobile Software | | | | | |
| Mobile Server Software | | | | | |
| | Base CAD/NCIC/Messaging | | 12/20/10 | | 500 |
| | Field Reporting Data Merge | | 12/20/10 | | 500 |
| | Field Reporting Server | | 12/20/10 | | 500 |
| | Mobile Upload Software | | 12/20/10 | | 500 |
| Mobile Software on the RS6000 | | | | | |
| | Communications Server | | 12/20/10 | | 500 |
| | Non-New World CAD Interface | | 12/20/10 | | 200 |

Table 1 (Continued)

| | Original Contract | Units |
|---|-------------------|-------|
| Software under Maintenance Agreement | | |
| Mobile Client Laptop Software | | |
| Drivers License Mag Stripe Reader Interface | 12/20/10 | 188 |
| Field Investigation Field Reporting | 12/20/10 | 441 |
| LE Accident Field Reporting | 12/20/10 | 441 |
| LE Accident Field Reporting Compliance | 12/20/10 | 441 |
| LE CAD Via Switch | 12/20/10 | 188 |
| LE Field Reporting | 12/20/10 | 441 |
| LE Field Reporting Compliance | 12/20/10 | 441 |
| Mobile Upload of Field Reports | 12/20/10 | 441 |
| Ticket Writer Interface | 12/20/10 | 340 |
| Mobile Software on the 400 or MSP Server | | |
| MDT/MCT Base CAD/RMS Interface | 12/20/10 | 200 |
| Aegis Justice Link Software | | |
| Aegis Link Software | | |
| LERMS Query Services | 12/20/10 | 1 |
| Web Briefing Notes (includes BOLOs) | 12/20/10 | 1 |
| Web Portal Case/Accident Report Download | 12/20/10 | 1 |
| Web Query | 12/20/10 | 1 |
| Site License Software | | |
| Site License | | |
| Site License | 12/20/10 | 175 |
| ESRI Embedded Applications Software | | |
| ESRI Embedded Applications - New | | |
| ArcGIS Standard Enterprise Server Integration | 12/20/10 | 1 |

Table 2

| | |
|----------------------------|------------------|
| <u>Year 1 Maintenance:</u> | <u>\$206,000</u> |
| <u>Year 2 Maintenance:</u> | <u>\$212,180</u> |
| <u>Year 3 Maintenance:</u> | <u>\$218,545</u> |
| <u>Year 4 Maintenance:</u> | <u>\$225,101</u> |
| <u>Year 5 Maintenance:</u> | <u>\$231,854</u> |

PRICING VALID THROUGH AUGUST 27, 2016.

OPTIONAL APPLICATION SOFTWARE

| A. LICENSE FEES | | |
|-----------------|-------------|------------|
| ITEM | DESCRIPTION | INVESTMENT |

CAD

| | | |
|---|---|--------|
| 1. New World Enterprise Third Party Interface Software | | |
| | - NG911 Interface (text to 911) <i>supports West Viper</i> | 15,000 |

CLIENT SOFTWARE (for Microsoft Windows platform only)

| | | |
|---|--------------------------------|--------------------|
| 2. New World Mobile Software (150 Units) | | |
| | <u>Mobile Messaging</u> | 90,000 |
| | Fire Dispatch/Messaging | \$400 ea. \$60,000 |
| | In-Car Mapping / AVL | 100 ea. \$15,000 |
| | In-Car Routing | 100 ea. \$15,000 |

STANDARD SOFTWARE LICENSE FEE **\$105,000**

LESS DISCOUNT **(26,250)**

| | |
|-----------------------------------|------------------------|
| TOTAL SOFTWARE LICENSE FEE | <u>\$78,750</u> |
|-----------------------------------|------------------------|

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages. However, they may be easily incorporated into the proposal upon determination of the final software package.

Maintenance

E. Maintenance and Support Fees

| | |
|--------------------|-----------|
| Year 1 Maintenance | Waived |
| Year 2 Maintenance | \$120,015 |
| Year 3 Maintenance | 123,615 |
| Year 4 Maintenance | 127,324 |
| Year 5 Maintenance | 131,144 |

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

|

PRICING VALID THROUGH AUGUST 27, 2016.

Pricing Assumptions

- *Personal Computers must meet the minimum hardware requirements for Tyler products, as listed in Schedule 5 to Exhibit E.*
- *The Tyler Software requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.*
- *The Tyler Software requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- *Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.*
- *Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.*
- *Tyler Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- *Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Tyler Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.*
- *Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.*
- *All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.*
- *Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.*
- *AVL requires 3rd party GPS hardware.*
- *Driver's License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; customer must provide magnetic stripe/2D encoding format.*



Exhibit B – Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 License Fees: License fees are invoiced as follows: (a) 50% on the Effective Date; and (b) 50% on the Available Download Date. Payments [for License Fees](#) are due within 90 days of invoice date.

1.2 Maintenance and Support Fees: The first year maintenance and support fees for the licensed software are waived for the one (1) year period commencing on November 1, 2016. Maintenance and support fees for years two through five are listed in the Investment Summary. Fees for subsequent years shall be at our then-current rates, except that in no event will we increase maintenance and support fees by more than three (3) percent in year six, by more than four (4) percent in year seven, or by more than five (5) percent in year eight.

2. Professional Services.

2.1 Implementation and Other Professional Services (including training and excluding travel expenses and DSS Support Training) will be billed and invoiced as follows:

- 10% upon the final approval of the project plan (Step 3 in the Statement of Work)
- 10% upon completion of the standard solution build (Step 5 in the Statement of Work)
- 20% upon completion of functional testing (Step 6 in the Statement of Work)
- 20% upon completion of user training (Step 7 in the Statement of Work)
- 15% upon CAD Go Live (Step 8C in the Statement of Work)
- 25% upon completion of Reliability Testing (Schedule 4 of Exhibit E)

2.2 *Additional Fixed Fee Consulting and Other Professional Services:* Up to 32 days of fixed-fee services will be invoiced if and as delivered, at the rates set forth in the Investment Summary. Other in-scope professional services set forth in the Investment Summary and not otherwise addressed in this Section 2 will be invoiced if and as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products.

3.1 Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

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

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

4. Requested Modifications to the Tyler Software: Any requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Payment will be due within forty-five (45) days of invoice, as set forth below, unless you invoke the invoice dispute resolution procedure set forth in Section F(2) of the Agreement. For the avoidance of doubt, you may invoke that process because you have tested the modification and your testing has uncovered a non-conformance with the modification's specifications.

5. Expenses. The service rates in the Investment Summary do include travel expenses, which are set forth as an estimate only. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for miscellaneous items less than twenty-five dollars are not available and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date, with the exception of software license fees, which are due within 90 days of invoice date. — We prefer to receive payments electronically. Our electronic payment information is:

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses.

Per Diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.* Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C – Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2016 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at either our agreed to or then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. The maintenance and support fees for years one through five for the Tyler Software licensed to you are listed in the Investment Summary. Subsequent maintenance and support fees are invoiced annually in advance at our then current rates. Moreover, and notwithstanding any statement to the contrary set forth above, we agree not to increase maintenance and support fees by more than three (3) percent in year six, by more than four (4) percent in years seven, or by more than five (5) percent in year eight. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due undisputed maintenance and support fees, including all undisputed fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then current version and the immediately prior version, where a “version” is designated by the number immediately preceding the decimal in the version title, as opposed to a release, designated by the number immediately following the decimal); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void.
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
 - 3.3 provide emergency 24-hour per day telephone support for Tyler CAD, seven (7) days per week. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Tyler New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.4 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

- 3.5 provide you with a copy of all major and minor 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
- 3.6 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 3.7 Provide, at no charge, maintenance support for the Tyler-developed portion of the custom interface software described in Exhibit E, Schedule 3 of this Agreement to ensure the custom software will operate correctly with current and future releases of Tyler's Software. Tyler is not required to provide no-charge support services that might be required due to changes made by the 3rd party software.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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 can't 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 required was a reason outside our control. Either way, you agree to provide us, at no charge, with full 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 a VPN for backup connectivity purposes.
5. Hardware and Other Systems.
 - 5.1 If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.
 - 5.2 In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
 - (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and material basis at our then current rates. You must request those

services with a least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C as Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Comment [CS10]: Pending DC911 review of alternative language supplied by Tyler, including four priorities as requested.

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be upgraded, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version of the Tyler Software pending Defect correction.

Priority 1: A Defect, error, fault, performance degradation, operation or malfunction that renders a major application (CAD, LERMS, Mobile Messaging, or Field Reporting) of the Licensed Standard Software, or the Tyler-developed portion of a critical interface, to be inoperative; or causes the Licensed Standard Software, or a major component of the Licensed Standard Software to fail catastrophically. A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.

- After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose and correct the Defect, providing ongoing communication to you concerning the status of the correction until both parties confirm that the Tyler Software is operational without Priority 1 Defect.
- The goal for correcting a Priority 1 Defect is 24 hours or less. A correction for a -Priority 2 event deemed severe and upgraded by the County to a Priority 1 event may be included in a hot fix or patch outside of a service pack or software release outside of the 24-hour goal.

Priority 2: A Defect, error, fault, performance degradation, operation or malfunction that severely affects a major application (CAD, LERMS, Mobile Messaging) or the Tyler-developed portion of a critical interface, but does not cause it inoperative, and for which there is not an acceptable workaround. A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.

- We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct

Comment [ML11]: Need to define

Comment [ML12]: What do you mean by inoperative or fail catastrophically?

Comment [ML13]: Note to Tyler: DC911 is not comfortable with this language. It implies that even if DC911 upgrades a Defect to a P1. We need some language to show that Tyler is still treating the error like a P1 error.

Comment [CS14]: I didn't want to make too many changes here without confirming, we're putting most of the language here back to defaults, based on upgrade process during acceptance testing?

Comment [ML15]: I think I'm ok with the first part – including the correction in a hot fix or patch outside of a service pack. Does the "outside of the 24 hour goal leave too muc open? 24 hours may be unrealistic, but is there some way that we can put a fence on the errors?

Comment [ML16]: Need to define

Comment [ML17]: What constitutes a performance degradation? The definition of Defect is something that does not conform to user documentation. Are there transaction times in there? How do you differentiate between categories of defects – some are more important than others.

Comment [ML18]: What do you mean by prohibit use of software? I can see a situation where you can use one part, but because of a Defect, you cannot use another part.

Have to do an absurd workaround counts as well.

the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the parties have confirmed that the Tyler Software is operational without Priority 2 Defect.

- The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release unless the County provides written notification that it considers the Defect to be severe enough to upgrade it to a Priority 1 Defect. If a Priority 2 error is upgraded to a Priority 1 Defect, the Defect will be remedied as a Priority 1 Defect.

Priority 3: A Defect which causes only a minor impact on the use of the Tyler Software.

- We may include a correction in subsequent Tyler Software releases.

Comment [ML19]: Note to Tyler: What kind of written notification do you expect?

Comment [CS20]: Same comment as above, this language will revert to default?

Comment [ML21]: What do you mean by minor impact?
Everything else category. Workaround available. But not quite the way supposed to be. Maybe annoying.

Comment [ML22]: Craig N will clean up – change may to will - or clarify.



Exhibit D – Third-Party End User License Agreement

INTENTIONALLY LEFT BLANK



Exhibit E – Statement of Work

Comment [CS23]: Drafting note: I deleted the SOW with track changes turned off, to avoid a massive markup.

We will deliver the services set forth in the Investment Summary, as set forth in the Agreement and, as applicable, as further detailed in the Statement of Work, which is included as part of this Agreement by reference. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.