Agreement

This Software License and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Webb County, Texas (the "Purchaser").

Background

Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

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

A. Tyler shall furnish the products and services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary

- Exhibit A. – Software License and Professional Services Agreement

- Exhibit B. – Software Maintenance Agreement

- Exhibit C. – Statement of Work

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.   **PURCHASER**

Signature: _____   Signature: _____

Date: _____   Date: _____

Name: _____   Name: _____

Title: _____   Title: _____

Address: 5101 Tennyson Parkway   Address: _____

           Plano, Texas 75024   _____

Software & Services				Maintenance & Support	
Software Licenses			**License Fees**	**Support Type**	**Annual M&S Fees**
Licensed Software					
Odyssey Case Manager (County, District, JP Courts)			$593,600	Standard	$124,656
Odyssey Financial Manager (Full GL)			$30,100	Standard	$6,321
Record on Appeal Creator			$9,100	Standard	$1,911
SessionWorks Judge Edition (8 units)			$25,200	Standard	$5,292
Odyssey Supervision- Pretrial Services			$69,300	Standard	$14,553
Odyssey Attorney Manager- Public Defender			$35,700	Standard	$7,497
Odyssey Law Enforcement *			$34,000	Standard	$7,140
Odyssey Jail Manager			$262,500	Standard	$55,125
Mugshots			$20,300	Standard	$4,263
LiveScan			$3,500	Standard	$735
Jail Data Export (Enterprise)			$13,300	Standard	$2,793
eSignatures			$23,800	Standard	$4,998
Public Access- Agency & Attorney Secure Access			$9,800	Standard	$2,058
Integration Toolkit- Case Manager**			$0	Standard	$0
Integration Toolkit- Jail Manager**			$0	Standard	$0
ePayments°			$0		
Professional Services					
T&M Services	**Rate**	**Hours**	**Cost**		
Project Management	160.00	2,500	$400,000		
Data Conversion***	145.00	2,220	$321,900		
Integration for the District Attorney	-	350	$0		
Deployment	145.00	24	$3,480		
Business Process Review	145.00	158	$22,910		
Setup, Configuration, & Consulting	145.00	2,810	$407,450		
VINES Interface Configuration			$3,750		
Training & Go-Live Assistance	138.00	2,750	$379,500		
Services Subtotal			$ 1,538,990		
Embedded Third Party Software					
None					

Total License Fees	$	1,130,200
T&M Services	$	1,538,990
Subtotal	$	2,669,190
Estimated Travel Expenses	$	186,102
Total Contract Price	$	2,855,292

Maintenance & Support Fees:
$237,342

(M&S Fees due
annually in advance)

*Odyssey Law Enforcement shall be limited to Civil Papers, Warrants, and Personnel functionality.

**Case Manager and Jail Manager Integration Toolkits shall be limited to the integration with the DA's existing New Dawn solution.

***Data Conversion assumes two source conversion, including New World AS400 database and RVI Imaging System

° ePayments functionality is included in the Odyssey application. Use of the ePayments functionality is conditioned on execution of separate ePayments agreements containing terms and conditions specific to the ePayments application, including fees associated therewith

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and Purchaser.

WHEREAS, Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

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

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that Purchaser has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Purchaser has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler.

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Purchaser a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Purchaser's internal administration, operation, and/or conduct of Purchaser's business operations by an unlimited number of users employed by Purchaser on an unlimited number of computers and/or computer stations utilized by Purchaser. Upon Purchaser's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein. The license granted herein shall include use of the Licensed Software in both test and production environments as well as use of the Licensed Software for disaster recovery purposes.

2.2. Restrictions. Unless otherwise expressly set forth in this Agreement, Purchaser shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Purchaser employs contractors, subcontractors, or other third parties to

assist in the Project, Purchaser shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.3. Copies. Purchaser may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Purchaser shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to Purchaser any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Purchaser shall be responsible for procuring and paying for all Third Person Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 9.

(c) All Purchaser data shall remain the property of Purchaser. Tyler shall not use Purchaser data other than in connection with providing the services pursuant to this Agreement.

2.6. Purchaser Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by Purchaser Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the following payment plan:

i) Upon the Effective Date: 20% of License Fees
ii) Four (4) installments each every 6 months from the Effective Date: 20% of License Fees

Tyler shall invoice Purchaser upon each Payment Event, which shall be paid in accordance with Section 3.4.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Purchaser in accordance with Section 3.4. Tyler shall provide the scope of services detailed in Schedule 1 to implement the functionality detailed in the Statement of Work attached hereto as exhibit C for no more than the Professional Services fees, and expenses, quoted herein.

3.3. Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4, provided, however, that travel expenses shall only be due and payable up the total estimated travel expenses contained in Schedule 1.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Pursuant to section 2251.021, Texas Government Code, a payment by a governmental entity is

overdue on the 31st day after payment is due and pursuant to section 2251.025, Texas Government Code, an overdue payment bears interest at the rate of one (1) percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a T&M basis. The rates for Professional Services contained in Schedule 1 shall apply to the scope of services contained therein and any additional Professional Services added to this Agreement for a period of three (3) years from the Effective Date.

4.2. Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

4.3. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section18.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

5.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to Purchaser's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

5.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at Purchaser's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Purchaser's Project Manager in writing after successful completion thereof.

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

6.2. Optional Purchaser Validation. Purchaser may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute Purchaser's validation.

6.3.   Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

6.4.   Operational Use. Notwithstanding anything to the contrary herein, Purchaser's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or Purchaser's validation of the software products, without exception and for all purposes.

6.5.   Final Acceptance. When the Licensed Software is ready to commence Operational Use, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

7.   TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Purchaser in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Purchaser personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at Purchaser's principal place of business or other site selected by Purchaser. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Purchaser's employees or agents in a manner to provide basic end user training. Purchaser shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8.   MAINTENANCE SERVICES

8.1.   Maintenance and Support Agreement. Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software, and Purchaser shall pay the Maintenance and Support Fees, provided, however that Tyler shall waive Maintenance and Support Fees for the one-year period commencing on the Effective Date.

8.2.   Responsibilities of Purchaser. In addition to the other responsibilities set forth herein, Purchaser shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Purchaser's computer system, a secure Microsoft VPN connection for use by Tyler.

9.   TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1.   Protection of Tyler Confidential and Proprietary Information. Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2.   Judicial Proceedings. If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate

remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10.   ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

11.   REPRESENTATIONS AND WARRANTIES

11.1.   Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

11.2.   Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.3.   Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Purchaser.

11.4.   No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

11.5.   Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

11.6.   Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

11.7.   Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

11.8.   Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 13.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 13.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

13. INDEMNIFICATION

13.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

13.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Purchaser to use the Licensed Software as intended.

14. TAXES

14.1. Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use,

personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

14.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

15. INSURANCE

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

16. TERM, SUSPENSION, AND TERMINATION

16.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

16.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 16.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 16.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 17 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

16.3. Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 10; 12; 13; 14; 16; 17; and 18.

17. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the

individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 17 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

18. MISCELLANEOUS

18.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

18.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

18.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

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

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

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

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

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

18.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

18.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

18.11. Governing Law. This Agreement and each schedule shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of the Agreement shall be in the Federal and/or State Courts of Webb County, Texas.

18.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Purchaser may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Purchaser shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Purchaser as a part of this Agreement. Tyler shall make such books and records available to Purchaser during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Purchaser's sole expense.

18.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

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

18.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

18.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.2 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

18.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

18.18. Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

[Remainder of this page intentionally left blank]

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and Purchaser.

WHEREAS, Tyler and Purchaser have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, Purchaser has acquired a license to Tyler's Licensed Software.

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

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

1. CERTAIN DEFINITIONS

1.1. <u>Terms Not Defined</u>. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. <u>Business Day</u> means Monday through Friday, excluding Tyler Holidays.

1.3. <u>Business Hour</u> means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. <u>Circumvention or Circumvention Procedures</u> means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.12.

1.5. <u>Defect</u> means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. <u>Documented Defect</u> means a Defect that Purchaser documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. <u>Non-essential Functionality</u> means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. <u>Legislative Change</u> means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date

1.10. <u>Effective Date</u> has the meaning set forth in Section 8.1.

1.11. <u>Service Level 1 Defect</u> means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchasers remote location; or (c) systemic loss of multiple essential system functions.

1.12. <u>Service Level 2 Defect</u> means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. <u>Service Level 3 Defect</u> means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. <u>Service Level 4 Defect</u> means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

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

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

1.17. <u>Tyler Holidays</u> means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

1.18. <u>Enterprise Custom Reporting</u> means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report

1.19. <u>Learning Management System</u> means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

2. END USER RESPONSIBILITIES

2.1. <u>Documenting Defects</u>. Purchaser must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Purchaser shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Purchaser shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, Purchaser-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Purchaser requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. <u>Other Purchaser Responsibilities</u>. Purchaser shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to Purchaser's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software

that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist Purchaser in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgment of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to Purchaser and either the immediately preceding Version Release or all Version Releases released to Purchaser within the prior one (1) year, whichever is greater.

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.13. Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14. Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

4. ADDITIONAL SUPPORT SERVICES

Purchaser may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Purchaser a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Purchaser and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide Purchaser with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for Purchaser to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. Purchaser is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. Purchaser is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at Purchaser's expense. At the request of Purchaser, Tyler shall participate with Purchaser in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees"). For renewals of this Maintenance and Support Agreement occurring on the first through fourth anniversaries of the Effective Date, the Annual Maintenance and Support Fee shall be increased by no less than 0% and no more than 3% annually and thereafter shall be subject to then-current rates.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of

Purchaser-Specific Customer Enhancements requested by Purchaser and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section8.2.

8.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute

that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

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

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

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

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

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

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

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

Exhibit C

Courts and Justice Solutions

Statement of Work

Webb County
**Odyssey Implementation
Courts & Justice Phase**

TABLE OF CONTENTS

PHASE DESCRIPTION

This document describes the scope and approach for the Courts & Justice Phase of the Webb County Odyssey Implementation.

The following phase is not included within the scope of this document:

- Dispatch, Patrol, and Investigations Phase

The Dispatch, Patrol, and Investigations Phase is addressed within the Statement of Work section of the agreement between Webb County and Tyler Technologies Local Government Division.

The Courts & Justice Phase Project kick-off is planned for Q1 of 2015. This phase is planned for a 21 month duration with one "Go-Live" event.

 The remaining sections of this document will describe the work to be performed that is in scope, and the approach to be used to accomplish completion of that work.

SCOPE

The following sections define the scope of each major project activity. Any areas not specifically identified as "in scope" are assumed to be "out of scope". Specific items listed as "out of scope" are presented for clarity. Detailed timelines with dependencies and milestones can be found in the project schedule.

This implementation can be broken down into the following primary scope areas:

- Departments / Agencies
- Business Processes
- Applications
- Data Conversion
- Integrations Development
- Forms and Reports
- Training
- Hardware

Each of the scope areas is described in the sections below.

DEPARTMENT / AGENCY SCOPE

This section includes the departments and agencies who will be involved in this phase of work. For this phase, the Webb County departments that are in / out of scope are as follows:

In Scope	Out of Scope
County Clerk	County Attorney
District Clerk	CSCD
District and County Courts and Court Staff	
Justice Courts	
Pretrial Services	
Public Defender	
Jail	
Sheriff's Office (Civil Papers, Warrants, Personnel)	
Tax Office (Judicial Fee Collection)	
District Attorney (Integrations)	

The "In Scope" departments/agencies will directly benefit as a result of this phase of the Odyssey Implementation. They will participate in various activities throughout the phase as defined in subsequent sections.

BUSINESS PROCESS SCOPE

By moving to Odyssey, Webb County will effectively be moving their business processes/procedures from their legacy system(s) into Odyssey as well. These business processes may be modified or improved, but they will be necessary to the operations of Webb County.

All business processes that fall within the Core features of the licensed Odyssey applications are considered In Scope for this project. The following table outlines the business processes, at a high level, that will be in scope for this phase.

In Scope	Out of Scope
Business Processes that are In Scope: District and County Clerk's Office	

• Case Initiation – Adding a Case • Security – Case, Party, Documents • Parties – Adding or Modifying • Case Reassignment • Case File Tracking • Events – Adding or Modifying • Charges – Adding or Modifying • Financials – Assess Fees • Financials – Take Payments • Financials – Daily/Monthly Reconciliation • Financials – Disbursements • Financial – Bank Reconciliation • Dispositions / Sentencing • Hearings • Forms – Creation / Maintenance • Documents – Scanning • Reports • List Manager Functions • State Reporting • Warrant Processing • Bond Processing • Record on Appeal Creation • All functionality available in the core product	
Courts • Calendars • Hearings • Notices • Forms – Creation / Maintenance • Interpreters • List Manager Functions • Dismissal Docket Procedures • Attorney Conflicts • Reports	
Judges • Judge Edition o Calendar View	• 8 Licenses of Judge Edition are included In Scope. Any additional instances of Judge Edition are considered Out-of-Scope. An 8

o   Session View
    o   Case View
    o   Document View
    o   Secure Notes
    o   Bookmarks
	Court unlimited use license is available for an additional $8,400.

Justice of the Peace Offices • Case Initiation – Adding a Case • Parties – Adding or Modifying • Events – Adding or Modifying • Charges – Adding or Modifying • Financials – Assess Fees • Financials – Take Payments • Financials – Daily/Monthly Reconciliation • Financials – Disbursements • Dispositions / Sentencing • Hearings • Forms – Creation / Maintenance • Documents – Scanning • Reports • List Manager Functions • State Reporting • Warrant Processing • Bond Processing • Collections Export • DPS Electronic Disposition Reporting • DPS Citation Import • All functionality available in the core product	
Public Defender • Case Initiation • Staff Assignment • Calendars • Parties – Adding/Modifying • Witness/Victim • Documents	

• Depositions • Reports • Charge Decisions • All functionality available in the core product	

Jail
 	
• Intake/Release Processing
• Live Scan Interface
• Inmate Movements/Tracking
• Classification
• Custody Status
• Court Hearings
• Incidents/Discipline
• Serve Time Calculation
• Separations
• Property Management
• Attorney Requests
• Bond Processing
• Warrant Processing
• State Reporting
• Reports
• Inmate Balances
• Visitation Commissary
• Medical vendor export
• Jail Data Export
    ○ Telephone vendor export
    ○ Commissary vendor export
• All functionality available in the core product
	• Tyler assumes exports will use existing output fields using the Jail Data Export tool.
	• Synergy telephone system will be a one way interface. The Jail Data Export tool will be scheduled to export existing fields to be consumed by the Synergy system. A two-way integration would require additional licensing and service hours.

Sheriff's Office • Civil Papers • Warrant Processing • Personnel Tracking	• No additional service hours have been included for the Constable Offices. Constable resources may attend the Sheriff's Office training and configuration workshops. No Tyler staff would be available for onsite Go-Live support.
District Attorney	

• Integration Review and Development	
Pretrial Services • Case Initiation • Court Appointed Attorneys • Forms – Creation / Maintenance • Document Management • Caseload and Phase Management • Assessments • Drug Testing • Contact Scheduling • All functionality available in the core product	• Webb County's current New World application includes costume development to allow attorneys to be assigned with no user intervention. Webb County will use the existing Odyssey attorney wheel assignment functionality allowing a user to select the attorney to be assigned.
Tax Office • Delinquent Collections • Financials – Take Payments • Financials – Daily/Monthly Reconciliation Financials – Disbursements	

During the initial implementation of the Odyssey product, Tyler staff will consult with each Webb County office to determine how business processes will be applied in Odyssey and the set of features that will be utilized. If Webb County makes material changes in these decisions, additional consulting hours may be required to help configure the system based on new business processes.

APPLICATION SCOPE

The applications to be used during this phase are defined in the table below. This list will include the Odyssey modules that will be used in this phase, as well as add-on functionality and systems that Odyssey will integrate with.

In Scope	Out of Scope
Odyssey Products:	Odyssey Products:
- Odyssey Case Manager - Odyssey Attorney Manager – Public Defender - Odyssey Supervision – Pretrial - Odyssey Jail Manager - Odyssey Law Enforcement – Civil Papers, Warrants, Personnel - Odyssey Financial Manager – Full GL - SessionWorks Judges Edition - Jail Data Export (Enterprise) - Mug shots - LiveScan - Integration Toolkit – Case Manager - Integration Toolkit – Jail Manager - VINES Integration - Record on Appeal Creator - Electronic Signatures - Public Access – Portal - Public Access – Secure Agency & Attorney - Credit Card Payments (ePayments) - Use of the ePayments functionality is conditioned on execution of separate ePayments agreements containing terms and conditions specific to the ePayments application, including purchase of 10 service hours at a rate of $145 per hour. The cost for each VeriFone Payment Card Terminal Model# MX-860 is $783 per device.	- Odyssey Law Enforcement – Records Management - Odyssey Attorney Manager – District Attorney - Batch Scanning / Auto Attach - SessionWorks Clerks Edition
Legacy Systems to be Replaced: - New World AS400 System - RVI Imaging System	Legacy Systems not being Replaced: - County Clerk Land Records - Jury

DATA CONVERSION SCOPE

Converting data from the legacy system(s) to Odyssey will be a challenging effort that will take a significant amount of planning. The table below describes the scope of the systems to be converted and the number of pushes in scope:

In Scope	Out of Scope
Systems that will be Converted: • New World AS400 System – Single Source Database • RVI Imaging System	Systems that won't be Converted:
Number of Data Conversion Pushes: Tyler will perform a total of 3 data conversion pushes, which includes the final go-live push to the Production environment. No limits to the amount of data from New World to be converted apply. All data to be converted must be provided to Tyler at one time.	Number of Data Conversion Pushes: Any number of data conversion pushes over 3 will be considered out of scope.

INTEGRATION DEVELOPMENT SCOPE

Tyler's integration approach provides a standards-based integration platform for exchanging data between the Jail and Court's Odyssey environment and external solutions.

The core of all Odyssey integration efforts is based on the Odyssey Integration Toolkit. The Odyssey Integration Toolkit included in Tyler's proposal is a robust set of APIs and XML publishing components that allows reliable and maintainable access to the rich set of Odyssey data, while observing configured business rules and relationships.

The Toolkit comprises three areas:

- **API look-up services –** Web services that respond to standard information requests to retrieve information from the Odyssey database and return it to the requesting application.
- **API update services –** Web services that update information into the Odyssey database. All API services are schema-verified and transaction-based.
- **XML notification services –** Configurable XML messages that are triggered by application business events, such as jailing updated, party updated, or hearing scheduled.

The Odyssey Integration Toolkit is an extension of the Odyssey application itself. It builds on the same technologies as the main Odyssey application and evolves alongside the application continually—without destabilizing what has already been accomplished. Careful maintenance of the XML schema formats insulates integration components from ongoing enhancements to the application.

The Case Manager and Jail Manager Integration Toolkit may be used for an unlimited number of integration points between the DA's existing New Dawn JustWare system and Odyssey. Any additional integrations will require the purchase of additional licenses.

Tyler has included 350 hours for integrations training, consulting, and outbound integration configuration. No product development for additional data fields, API messages, or integration communication methods is included in the scope of this project.

Based on Tyler's review of the current DA Integration Scope, the 350 hours included meets and exceeds the requirements and goals of the integration project. If additional technical consulting or development hours are needed Webb County can purchase additional Professional Service hours.

Outgoing Integrations:

Tyler will configure the publishing defined for the outgoing integration points with no data manipulation or filtering. This includes configuring specific save control points (i.e. Save-Jailing) to publish all known data respective to the element being saved to an agreed upon shared location. Each of the outgoing integration points are considered "one-way" integrations with no data expected to be received by Odyssey.

Tyler's outbound XML messages will utilize the Tyler defined Intermediate XML (IXML) file format applicable to data being exported. Tyler will be available to consult the technical resources working on behalf of Webb County to determine the specific Intermediate IXML file used to export data at specific save control points. Of the 350 hours, Tyler has allocated 32 hours for configuring the outbound messaging. Tyler will bill no additional hours for the outbound configuration during the initial integration setup.

Defining business processes within the Odyssey application, field level evaluation of integration points, and internal Webb County decisions can all effect the Outgoing Integration scope.

Based on the current DA Integration Scope, the following IXML formats will be utilized:

Odyssey to New Dawn JustWare (Outgoing Integration)	
Odyssey Trigger	**Intermediate XML File**
New Jailing Saved	Jailing IXML
Released Jailing	

Added/Modified Jail Charge	
Modified Bond Record on a Jailing	Bond IXML
Hearing date added (JP Level, County Court at Law Level, District Court Level)	Hearing IXML
Hearing date modified (JP Level, County Court at Law Level, District Court Level)	
Hearing canceled (JP Level, County Court at Law Level, District Court Level)	
Hearing result added	
Document imaged by clerk	Document IXML publishing and API call to retrieve image Note: Bandwidth and image storage may require additional resources
Plea/Disposition entered or modified	Plea/Judgment IXML
Sentence entered or modified	Sentence IXML and Core Sentence Components IXML
Warrant created in Odyssey	Warrants IXML

Warrant Status Added with an Inactive Status	
Alias added to Party record	Party IXML
DL#, SID, FBI#, SSN added to Party record	
Address or Phone Number added to Party Record	
Defense attorney assigned on Case record	Case IXML and Attorney IXML
Defense attorney removed or deleted on Case record	
Defense attorney contact information updated in Odyssey	

Incoming Integrations:

Incoming integrations will use Tyler's existing API messages via web services. Tyler is responsible for providing API definition documents and training.   Tyler is also available to consult with technical resources representing Webb County as they are developing integration solutions that utilize the API messages.   All error resolution is addressed under Tyler Maintenance and Support Services Agreement with Webb County.

FORMS AND REPORTS SCOPE

It is expected that a number of forms and reports be available and tested at go-live. This section will help to quantify the number of forms and reports that will be expected. There are three different scope categories to be defined:

- **Forms:** Microsoft Word documents to be copied to or created in Odyssey, then configured. These are created by Webb County personnel, after they have been trained by Tyler.
- **Standard Reports:** Reports that are available with the current release of Odyssey under the "Reports" menu.
- **Enterprise Custom Reports (ECRs):** Custom reports created to meet specific needs. These are created by Webb County after training, or Tyler may create the reports, depending on the situation.

In Scope	Out of Scope
Forms: Tyler will train Webb County on the use of forms, and Webb County will be responsible for importing and generating their forms. The following key forms are required at go-live: To be determined during the implementation phase, after Forms training.	**Forms:** Webb County may continue to generate and update their forms on an ongoing basis, so "Out of Scope" is not applicable in this case.
Standard Reports: Webb County will take advantage and utilize Odyssey's standard reports as needed. Any state-required reports for the in-scope Odyssey modules will be provided by Tyler and made available in Odyssey.	**Standard Reports:** Any standard reports not available for the agreed-upon go-live release of Odyssey will be considered Out of Scope.
Enterprise Custom Reports (ECRs): It is not anticipated that Webb County will need ECRs. No ECR s are defined as in scope.	**Enterprise Custom Reports (ECRs):** See comments on "In Scope".

OCA STATE REPORTING

Section 171.2 of the Texas Administrative Code requires submission of court activity reports each month to the Texas Judicial Council. These reports require pending case load statistics from the previous month's report. The scope of this project includes state reporting from the date of 'Go-Live' and forward. Webb County is responsible

for providing the pending numbers for the initial month's reports, identifying the cases, and assisting in updating the case information to reflect the correct OCA status.

TRAINING SCOPE

The training scope will cover the number of users to be trained, length of training, and courses offered. For more detail on the training approach, see the Approach section.

In Scope	Out of Scope
Number of Users Trained: From the agencies / departments in scope, the total number of users to be trained (including SMEs), for all training events (including SME and follow-up training) will not exceed 450.	**Number of Users Trained:** Any number of end users over in scope maximum will be considered out of scope.
Training Length: Training will not exceed the following time limits: • SME Training – 15 Days • End User Training – 12 Weeks • Follow-Up Training – 8 Days	**Training Length:** Any training that exceeds the time limits listed will be considered out of scope.
Training Courses: The Odyssey modules that will be in scope for end user training are as follows (these will be described in the Training Matrix): • To be determined during the implementation phase, after the Business Process Review and system configuration.	**Training Courses:** Any courses not listed as in scope will be considered out of scope IF they cause the training length to exceed the maximum limit. Otherwise, they can be brought into scope. Also, the following courses will not be in scope for this phase: • To be determined during the implementation phase, after the Business Process Review and system configuration.

HARDWARE SCOPE

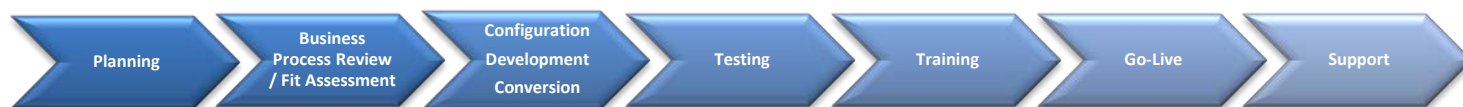Client hardware consists of end user PCs, peripherals, and server environments. It is expected that end user PCs will meet the minimum requirements to run Odyssey by go-live. It is Webb County's responsibility to inventory existing hardware and determine when / how to upgrade existing hardware for go-live. In addition, peripherals should be ordered in advance to ensure they are available for testing and at go-live.

In Scope	Out of Scope
Number of End User PCs (must be Odyssey compliant): • Minimum of 6 machine for SessionWorks Judge Edition must meet the Judge Edition minimum requirements. • Webb County to determine the number of end user PCs that will run Odyssey.	
Peripherals (including counts): • To be determined after Business Process Review	Peripherals: • See note on "In Scope"
Server Environments: • Odyssey Production environment • Odyssey Integration environment • Odyssey Production environment - Replicated • Odyssey Test environment • Odyssey Conversion environment • Odyssey Portal/Public Access Tyler resources will consult with Webb County technical staff to evaluate their current network and infrastructure and provide a recommended server environment specific to Webb County.	Server Environments: All other environments not listed as in scope are considered out of scope.

APPROACH

Tyler Technologies and Webb County will work together to implement Odyssey following the standard Odyssey Implementation Lifecycle in a single phase approach. The approach modeled below provides for a disciplined implementation method while managing risks associated with projects of this scale and complexity.

Tyler believes the keys to implementing a successful case management solution are the cultivation of a strong partnership and the execution of a solid work plan. Using proven methods for the project deployment mitigates risk and provides predictable results for our clients.

| Planning | Business Process Review / Fit Assessment | Configuration Development Conversion | Testing | Training | Go-Live | Support |

Each major activity of the implementation lifecycle (listed in the diagram above) will produce a series of work products and deliverables. Tyler Technologies will work jointly with Webb County to create and manage a project management plan and schedule supporting the Odyssey Implementation Lifecycle.

The current plan is to deploy Odyssey to the user community using the approach described here. This approach will continue to be evaluated as the project progresses and may be adjusted if deemed necessary and approved by the Executive Steering Committee.

The subsection below provides additional detail on the key tasks that we will be completed throughout the course of the project.

OVERVIEW OF WORK STREAMS

The major tasks that will be completed over the course of the project are organized into work streams that follow the overall implementation lifecycle outlined above. The details of these work streams are further described in this section.

Work Stream	Description
Pre-Implementation Planning	This consists of initial planning tasks necessary to determine the project scope, approach, and schedule.
Business Process Review (BPR) / Fit Assessment	Review session of our customer's business processes to determine how those processes will be executed using Odyssey. Business process changes and potential system enhancements are identified as part of this activity.
System Configuration	Configuration of Odyssey to perform the business processes previously identified as well as configuration of roles and rights.

Work Stream	Description
	In addition, Forms and Reports need to be inventoried and validated for need. • **Forms**: Odyssey uses MS Word-based forms, which can be imported if in Word format. These are entered by our clients after they are trained. • **Reports**: Certain reports are built into the Odyssey system. Tyler will train on their use. In addition, custom reports can be built using Enterprise Custom Reporting (ECRs).
Development & Integrations	If any enhancements or customizations have been identified, they need to be sized, approved, tracked through development, and tested prior to insertion into the Webb County environment. Required Integrations will typically use the Odyssey integration toolkit. Completed integrations will be tested on the Webb County environments.
Data Conversion	The conversion process from the legacy system(s) to Odyssey. This iterative process requires significant preparations and client involvement in order to have a successful data conversion. Details of Tyler's approach are described in the conversion section below.
Testing	Testing of the system prior to go-live, to ensure that all is ready for the cutover event.
User Training	Tyler provides end user training, typically just prior to a go-live (for maximum user retention). Planning the training is a joint activity between Tyler and Webb County. Also, Subject Matter Experts (SMEs) are trained at the beginning of a project phase, so that they can assist with data review, business process development, and other critical tasks.
Go-Live	Go-Live encompasses the actual cutover from the legacy application(s) to Odyssey. The go-live event spans several days and includes executing the production data conversion and bringing up the departments on the new system. Typically, this activity includes 1-4 weeks of post go-live support on-site,

Work Stream	Description
	where Tyler and Webb County SME personnel are present to assist the end users.
Support	The ongoing support of the end users by Tyler's Support team. Clients are transitioned from the go-live team to the Support team after the go-live support period ends.

PLANNING

PROJECT KICKOFF

Tyler will prepare and deliver a kickoff presentation to the Webb County project team. This meeting signifies the start of the project. The kickoff will include overviews of the project organization, project tracking and reporting tools, and the implementation approach.

Attendees will leave the kickoff with an understanding of the approaching project activities and their respective roles within each of the activities.

PROJECT PLANNING

At contract execution, Tyler will engage with the Webb County project stakeholders and begin the initial project planning. During this time, Tyler and Webb County will work together to lay out the key project documents. These documents are collectively known as the Project Management Plan.

Initial Project Deliverables	Description	Responsibility
Project Kickoff Deck	A PowerPoint presentation covered during the Project Kickoff (see previous section).	Tyler
Project Charter	Determines how the project will be managed and sets the governance structure. This document will include a description of the intent of the project and expected results for the project. It will also include the approach for project communications.	Tyler

	The charter is created during the first phase of work and is used for all phases of the project.	
Project Work Plan	This document, which consists of two major sections: • The Scope of work (describes the work to be done (the "what"). • The Approach to be used to execute the work (the "how").	Tyler
Project Schedule	The schedule lays out the tasks to be performed, and the sequencing of those tasks. Tyler uses MS Project to develop and maintain the schedule.	Tyler
Project Issue / Risk Logs	It is important to identify risks and issues during the course of the project phase. The Issue and Risk logs will document the status, responsible person, and work history of each risk/issue. Issues and risks will be reviewed regularly.	Tyler

BUSINESS PROCESS REVIEW AND FIT ASSESSMENT

BUSINESS PROCESS REVIEW

Tyler uses business process reviews (BPRs) to achieve an understanding of current business practices at a client's place of business. Because business practices can vary from location to location, the results of a BPR provides valuable information for the project team, which feeds into other work streams, including configuration of the Odyssey software suite. To conduct the BPR, Tyler representatives will visit the Webb County offices, interview users on the current (legacy) system, and document existing procedures.

Business Process Review Deliverables	Description	Responsibility
Business Process Review – Site Visit	On-site visit of Webb County offices to learn and document existing procedures in lieu of Odyssey.	Tyler

Business Process Review Results	Documentation of the results of the BPR, including recommendations of business process changes and improvements which will maximize the use of Odyssey.	Tyler

FIT ASSESSMENT

The Fit Assessment includes a review of Odyssey capabilities with the client's existing environment. Several key goals of the fit assessment have significant impact on the overall project plan:

- Develop a common understanding of application capabilities.
- Validate conformance of existing application capabilities to functional requirements.
- Identify application gaps that would cause a loss of functionality available to Webb County in their existing environment.
- Identify incompatibilities with application capabilities and existing business processes, and
- Begin to identify data conversion risks and risk-mitigation strategies.

Fit Assessment Deliverables	Description	Responsibility
Business Scenarios	Documentation delivered to Tyler (prior to the Fit Assessment) that describes the existing business use of the current ("legacy") system. Not necessary if a Business Process Review has been performed	Webb County Departments
Fit Assessment Workshop	On-Site meetings to compare Odyssey capabilities to the existing legacy systems. Business process changes and gaps are identified.	Tyler and Webb County
Fit Assessment Results	Documentation delivered to Webb County indicating the results of the Fit. Some of the recommendations will result in business process changes, others may result in development of Odyssey enhancements.	Tyler

Action items identified and information learned during the fit assessment is fed into other work streams and incorporated into specific task execution plans

SYSTEM CONFIGURATION

SYSTEM CONFIGURATION

The next step is to have Tyler conduct a Configuration Workshop with the Webb County Project Team using the current Odyssey release. Goals of the Configuration Workshop are as follows:

- To give an overview of how Odyssey is configured.
- To develop an understanding of what each configurable item is and how it is used.
- To complete a matrix which identifies configuration decisions made, who is responsible for the remaining configuration items, and when they are due.

The goal of this workshop will be to configure 80% of the codes for this phase. In order to prepare for the workshop, the Webb County Subject Matter Experts (SMEs) will go through Odyssey training prior to the workshop.

After Odyssey has been configured, the configuration will be tested to simulate/test business processes. A number of iterations of configuration changes and processes development will typically take place, resulting in fully defined (and documented) processes. Also, concurrent with the business process development activity, the Project Team would be developing test cases and training materials (see the Testing and Training sections below).

When the target release is available for any required enhancements, some additional configuration may be required for these new enhancements.

As the business processes are being developed the Project Team will be identifying what forms will be used. Forms development will be done in conjunction with the development of the business process (see the Forms and Reports Development section). When the business processes using Odyssey are reviewed by the departments, it will include the review of the forms.

Configuration Deliverables	Description	Responsibility
Subject Matter Expert (SME) Training	SME training provides a condensed version of Odyssey training at the beginning of the project. The purpose is to familiarize SMEs with Odyssey so that they can assist with configuration, business process development and documentation, and	Tyler

	data review (after a conversion push).	
Configuration Workshop	On-Site meetings to configure the Odyssey product(s) which are in scope.	Webb County SMEs
Forms Workshop	On-Site training on Odyssey forms development and administration.	Tyler
Configured System	The final product—a 100% configured system ready for go live.	Webb County SMEs and Tyler

DATA CONVERSION

OVERVIEW

A good, quality data conversion is a key factor in a successful software implementation. However, data conversions are very difficult. Tyler has significant experience in converting justice systems into Odyssey. Tyler has developed a world-class conversion methodology, which has been expanded and enhanced based on hundreds of successful conversions. This methodology supports all the Odyssey products, so Tyler has experience in converting unified court/clerk environments. Tyler has a dedicated conversion team, separate from the Odyssey product or integration developers.

INITIAL CONVERSION ACTIVITIES AND SETUP

To help Tyler understand the different data conversion conditions, Tyler will conduct a code mapping workshop. This trains the users to link codes in their legacy system to codes configured in Odyssey. Like other workshops, this has some very formal structure to help both teams understand all the elements involved with the conversion. In addition to understanding the structure and conversion techniques, the workshop enables the teams to organize their team structure formally, deciding who is doing what and when.

Initial Conversion Deliverables	Description	Responsibility
Code Mapping Workshop	Training for the SMEs on use of the Code Mapping tool, which facilitates mapping legacy codes to configured Odyssey codes.	Tyler

Mapped Codes	The matrix of legacy codes and how they correspond to codes in Odyssey. A configured Odyssey system is a prerequisite. This is performed in the Code Mapping tool, which is provided by Tyler. After code mapping training, codes are mapped by the SMEs, with Tyler assistance.	Webb County SMEs

CONVERSION ITERATIONS

The conversion process will be iterative—data will be moved from the legacy system to an Odyssey Test environment via the Intermediate File Layout (IFL), a tool that Tyler has developed to move data during conversions. Each iteration is defined as a conversion "push". The following key steps occur in each push:

- •   Extract data records from the legacy system(s).
- •   Import the extracts and mapped legacy data into the IFL application.
- •   Validate the data and mappings in the IFL.
- •   Export the data from the IFL into the chosen Odyssey site.
- •   Review the data in Odyssey, document requested corrections / adjustments for the next push.
- •   Determine any source data cleanup needed and perform those updates.

It is very common (and expected) to find issues with converted data, especially in the initial push cycles   After each push, data will be reviewed by Tyler and the Webb County Subject Matter Experts (SMEs). This will allow for comparison of converted data with the existing legacy system(s). Tyler will conduct a joint data review after each push, and issues will be reported to Tyler's data conversion team as they are found, for resolution in the next push or via data scripts. This process will be repeated for each push, until issues are resolved to Tyler's and Webb County's satisfaction. The final push will be performed to the Odyssey Production environment for go-live.

The key conversion deliverables during this activity are:

Conversion Deliverables	Description	Responsibility
Legacy Data Extracts	Data extracted from the legacy system(s) for upload to the IFL. File layouts need to be in the same format for each extract.	Webb County IT
Data Reviews	Review of the data, including those done by Tyler personnel as well as Tyler-led review workshops at	Tyler and Webb County

	the client site. Heavy participation by SMEs is key to a quality data conversion.	SMEs
Converted Data	The end product of data conversion (after all conversion iterations)—clean converted data residing in Webb County's Odyssey environment.	Tyler and Webb County SMEs

Per the scope section of this document, the current budget for this phase assumes that 3 complete conversion pushes will be required (including the final push). Once the data is clean and ready, the data will be passed one final time for the Go-Live into the Production database. For the final pass, the legacy system(s) will typically be operational until close of business on a Friday. The conversion activities would start at that time with the objective that Odyssey production is ready on Monday morning at open of business. The legacy system(s) will be in view-only mode after go-live.

TESTING

TESTING CATEGORIES

Testing is crucial to a successful go-live. Multiple types of testing will be performed to ensure that all is ready for a smooth go-live. At a high-level, here are the testing categories:

- **Functional Testing** – This is testing of the business procedures (previously documented). This is done on an ongoing basis during business process development and configuration, and culminates in User Acceptance Testing.
- **Interfaces Testing** – Testing of interfaces to and from the core Odyssey application.
- **Peripherals Testing** – Testing of any hardware / peripherals that Webb County chooses to use, to ensure they work and are configured properly (e.g. label printers, hand scanners, cash drawers, etc.).

The final testing of all items listed above, in a comprehensive set of tests performed jointly by Tyler and the SMEs, is known as User Acceptance Testing (UAT). UAT will be further described in the section below.

USER ACCEPTANCE TESTING

Prior to go-live, a Test Plan is constructed which lays out a detailed plan to test all aspects of the system. The purpose of User Acceptance Testing (UAT) is to ensure that Odyssey will function as expected at go-live. UAT is a valuable tool to make final adjustments prior to go-live, and it also provides an opportunity to review and ensure that no requirements have been missed.

Following the Test Plan and the Business Process Documentation, the business teams will work to test end-to-end processes through the system. Each area of the application is carefully tested; results are collected and reviewed. If

issues are found, they are documented and addressed. Mitigation procedures promptly begin to address any items prior to the start of end user training.

Special attention should be given to this step in the implementation. Best practice traditionally has been to treat this activity as a mock go-live, simulating the upcoming go-live event.

UAT will verify that all aspects of the project (configuration, forms configuration, security configuration, conversion, development, and integration) are working seamlessly. Testing cycles should be completed on both converted and new case data, and verify that the system is operating at the expected level needed to support an end user go-live.

Key deliverables are listed below.

Testing Deliverables	Description	Responsibility
Test Plan	A document that describes what will be tested and how the testing will be performed. Tyler will generate the plan, with input from Webb County.	Tyler and Webb County
User Acceptance Testing	Completion and approval of business process testing, including verification of configuration, conversion, development, and updated business process procedures for go-live. Tyler will lead the UAT efforts, and Webb County will participate and (ultimately) sign the final acceptance.	Tyler and Webb County SMEs
UAT Signoff	Signoff that the UAT is complete. This signoff may go hand-in-hand with approval to start end user training and go-live.	Tyler (generates) Webb County (approves)

TRAINING

END USER TRAINING

Once the User Acceptance Testing and the Readiness Assessment are complete (and assuming a "go" decision—see the Go-Live section below), the project team will move forward with the planned go-live. Using a training plan (also known by Tyler as a training matrix), the project management team will initiate the training activities.

Training for Odyssey end users will be broken into modules and delivered by functional role. Tyler will deliver the training to the end users. The training matrix details the training approach, modules, number of users, user roles, etc. The primary goals of the end user training are:

•   Provide instructor-led training utilizing training materials (manuals) that are repeatable, producing predictable results.
•   Provide instructor lecture and demonstrations, with hands-on exercises
•   Provide a stable, predictable and consistent training environment dedicated to the needs of the Odyssey users.

Training is administered so as to minimally impact the day-to-day operations of each office. The schedule and plan are created with area supervisors so that the operation of the office can continue during training.

Key training deliverables are:

Training Deliverables	Description	Responsibility
Training Matrix (Plan)	Documentation that describes the specific training to be delivered and the frequency / duration of the training classes. Individual users are also listed, along with their role and specific training they will receive. Tyler provides the matrix template, which is then populated as a joint activity.	Tyler and Webb County
Specific Training Exercises	Optional exercises inserted into the general curriculum to give a client-specific flavor to the training. These exercises are based on the business processes previously documented, and are provided by Webb County, with Tyler assistance.	Webb County SMEs
Training Sessions	This is the on-site training for end users. These are delivered by Tyler to the users as specified in the Training Matrix. Typically, this training will occur as close to go-live as possible.	Tyler
Follow-Up Training	This training occurs 4-8 weeks after go-live. This is advanced training on client-requested topics in order to assist the end users with taking advantage of additional Odyssey features. In addition, this training can be used to repeat certain pre-go live	Tyler

	training topics to solidify knowledge in those areas.	

GO-LIVE

READINESS ASSESSMENT

A successful go-live starts with detailed planning of the activities, timeframes, and decision points necessary to ensure predictable results. This reduces the risk involved in the phase transition to Odyssey. While each Court will have unique characteristics, generally the methodology used to conduct go-live activities remains unchanged.

Tyler will conduct a Readiness Assessment to determine go-live readiness. This assessment will be a multi-pronged review of several key areas of the project.   This review is documented, the end result of which is a recommendation as to whether the go-live should occur as scheduled, or whether the go-live should be delayed in order to work specific issues. If it is determined that the go-live will proceed, then training of the end users can begin as scheduled.

Go-Live Readiness Deliverables	Description	Responsibility
Readiness Assessment	A multi-point analysis of go-live readiness which provides the necessary information to make the go/no-go decision.	Tyler

GO-LIVE

Webb County offices will migrate to the Odyssey products with a single Go-Live Event.

The Go-Live event includes the following activities:

- Completion of end user training
- Conversion of Legacy data to the Odyssey production environment
- Verification of the converted data
- Tyler presence with the users when they come in to use the new system
- Project acceptance

Go-Live itself is a specific day—the first day the users come in to use the new system (Odyssey). To assist with the actual go-live transition, Tyler will have a presence at Webb County in order to ease the transition to Odyssey. The

number of people and weeks on site will be documented in the Go-Live Plan. Additionally, Webb County will benefit from having their key personnel available during this period.

The weeks prior to and after the go-live will be planned in detail. This includes activities regarding configuration, environments, data conversion, operations, court calendars, and personnel. The Webb County and Tyler project managers will establish the go-live plan and the method by which its status will be communicated to all involved.

For every go-live, Tyler strives to maintain business continuity and minimize downtime during regular business hours. One preferred strategy is to start the final conversion and go-live activities on Friday and finish by Monday morning, allowing for maximum use of non-business hours for go-live activities. For this scenario, data conversion run times are known well in advance, and go-live planning is adjusted accordingly. The data conversion starts after the legacy system is shut down for processing on Friday.

Odyssey configuration validation and data checkout will be conducted immediately following conversion completion, generally over the weekend. It is recommended that a reduced workforce be available for data review. This allows for maximum focus on procedural, workstation, security, training and system issues, and these can be addressed without the public standing at the counter, waiting.

As mentioned previously, Tyler staff will be on site for a pre-determined amount of time to assist the users as they get acclimated to Odyssey. Key deliverables are included below.

Go-Live Deliverables	Description	Responsibility
Detailed Go-Live Schedule	Detailed task list for Go Live Weekend activities, including task descriptions, estimated duration, and task owner	Tyler
Go-Live Plan	A document that describes the logistics and plans for the go-live. It typically specifies the go-live support timeframe, staff assignments, contact numbers, location of the "war room", rollback plans, etc.	Tyler and Webb County Project Manager
Go-Live Support	On-Site support provided by Tyler immediately after go-live, to assist the end users with the transition.	Tyler
Project Acceptance	Acceptance / acknowledgment of a successful implementation by the Webb County project manager or sponsor	Tyler (generates) Webb County (approves)

SUPPORT

It is important that the transition from go-live to Tyler's Support organization be a smooth one. The following three-step approach has been developed after experience with multiple go-live events:

1. On-Site Tyler Presence
2. Support Transition Period
3. Full Support

As mentioned in the go-live section, Tyler will be on-site at go-live for a pre-determined number of weeks (see the go-live plan for details). During this time, Tyler personnel are available, along with Webb County SMEs, to support the users as they begin using Odyssey.

After the Tyler is no longer on site, Tyler will assign a Support Account Manager (SAM) to have regular calls with Webb County SMEs. The SAM's job is to continue working any issues discovered during go-live, in order to maintain focus on the issues list. During this time, new issues or questions are reported to Tyler Support.

Once the issues on the go-live issues list are resolved, the SAM will transition the end users fully to Tyler Support. Thereafter, questions and issues will go directly to Tyler Support and be handled by a Personal Support Representative (PSR), who will be assigned to Webb County for support calls. If the PSR can't help with a particular issue, they are trained to find the right people at Tyler who can.