



Quoted By: Summer Zwarun  
 Quote Expiration: 10/1/2019  
 Quote Name: Tyler Disaster Recovery  
 Quote Number: 2019-71103  
 Quote Description: Add Tyler Disaster Recovery

**Sales Quotation For**  
 Webb County  
 1110 Washington St Ste 304  
 902 Victoria Street  
 Laredo , TX 78040-4471  
 Phone: +1 (956) 523-4069

**Tyler Software and Related Services - Annual**

Description	One Time Fees		Annual Fee
	Impl. Hours	Impl. Cost	
Tyler			
Tyler Disaster Recovery Service	0	\$0	\$20,750
	<i>Sub-Total:</i>	\$0	\$20,750
	<b>TOTAL:</b>	<b>0</b>	<b>\$20,750</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$20,750
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$0</b>	<b>\$20,750</b>
<b>Contract Total</b>	<b>\$20,750</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
  - Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
  - Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.
  - Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

## Comments

- In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. The software and hardware fees will be invoiced to you in full upon receipt of your signed quote. The service fees will be billed to you as services are delivered and the travel expenses are due as incurred. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.
  - Tyler's Disaster Recovery Service (DRS) is calculated at 25% of the New World ERP annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live New World ERP database and excludes all test and training databases.



AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Webb County, Texas with offices at 1110 Washington Street, Ste. 304, Laredo, TX 78040-4471 ("Client").

WHEREAS, Tyler and the Client are parties to software as a subscription agreement dated December 18, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. **Add Disaster Recovery Services.** Disaster Recovery Services are hereby added to the Agreement at the price set forth in the sales quotation attached as Exhibit 1 and in accordance with the terms and conditions set forth in the Disaster Recovery Agreement attached as Exhibit 2.
2. **Payment of fees and costs for such items shall conform to the following terms:**
  - a. **Disaster Recovery Services:** Disaster Recovery Services are invoiced annually in advance commencing on the execution date of this Amendment. Prorated Year 1 fees, for a time period commencing on June 1, 2019 and ending July 31, 2019, are \$3,458.33. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. **This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.**
4. **All other terms and conditions of the Agreement shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit 1**

### **Investment Summary**

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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## **Exhibit 2**

### **Disaster Recovery Terms**

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler Software licensed by Client from Tyler, subject to these Disaster Recovery terms; and

THEREFORE, Tyler and Client agree as follows:

1. **Definitions:**

**Disaster.** An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

**Disaster Recovery Plan.** Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.

**Critical Processes.** Mutually defined in the Disaster Recovery Plan.

**Critical Users.** Mutually defined in the Disaster Recovery Plan.

**Recovery Point Objective ("RPO").** Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

**Recovery Time Objective ("RTO").** Twenty-four (24) business hours after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

**Holiday.** New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

**Business Days.** Monday through Friday, excluding Holidays.

**Business Hours.** 8 AM – 6 PM (EST) on Business Days.

**Force Majeure.** An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

2. **Term.** The initial term as stated on page 1, 2a, is June 1, 2019 and ending July 31, 2019 ("Initial Term"). Disaster Recovery services shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. In the event the Support Agreement is terminated, Disaster Recovery services shall coetaneously terminate.

3. **Disaster Recovery Services.** Tyler shall provide the Disaster Recovery services ("DR Services") as described herein, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage,

Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. Client Requirements. In order for Tyler to provide DR Services, Client shall:
  - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO
  - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website
  - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services
  - d) Permit installation of software required for provision of DR Services in accord with these terms as reasonably determined by Tyler
  - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services
5. Disaster by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. Disaster Recovery. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. Data. Data Transfer shall be handled in accord with Exhibit 1 hereto.
8. Release Life Cycle. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
9. Exclusions.
  - a) Tyler's Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
  - b) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
    - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
    - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.
10. License Terms. Client's use of the Tyler Software included in the Disaster Recovery Service remains subject to limitations on Client's use in the License and Services Agreement by which Client licenses such Tyler Software from Tyler, including disclaimer of implied warranties.

## Exhibit 1

In addition to those services described elsewhere in this exhibit, DR Services are described in the following sections.

### **1 Data Transfer**

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.
- Client shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.

### **2 Disaster Recovery Plan**

The Disaster Recovery Plan is a mutually drafted document which details, in addition to the services described above in this exhibit, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.



- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant to this exhibit.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

### 3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
  - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
  - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered as part of these DR services.
  - iii. Hosting Services shall not include interfaces or interconnects with 3<sup>rd</sup> Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance During a Disaster includes, as necessary:
  - i. Print Output:
    - a. Payroll Checks
    - b. Retirement Checks

- c. Accounts Payable Checks.
  - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
  - iii. Transfer of Automated Clearing House (“ACH”) Files to bank on Client’s behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

#### **4 Annual Disaster Recovery Test**

The parties may review and test the Disaster Recovery service.

- Scheduled by parties at least thirty (30) days in advance
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful

#### **5 Estimated Schedule**

The services provided pursuant to this exhibit will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

#### **6 Tyler’s Other Responsibilities**

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler’s contact for all communications with Client and will have the authority to act on Tyler’s behalf in matters regarding this Statement of Work. Tyler’s project manager will perform the following tasks:

- Review Statement of Work with Client’s project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client’s project manager to resolve any necessary changes.

#### **7 Client’s Other Responsibilities**

Tyler’s performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client’s Project Manager who will be Client’s contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler’s Project Manager and Client’s organization.
- Administer project change control with Tyler’s project manager.
- Arrange reasonable access to Client’s data for project personnel, as reasonably required.
- Conduct any communication through Tyler’s Project Manager.

- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

## **8 Project Change Control Procedure**

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

## Appendix A

Defined User Maximum. The maximum number of named Client users available to use DR Services is thirty (30).

Covered Applications.

<b><i>Financial Applications</i></b>
Financial Management Base Suite
Asset Management
Bank Reconciliation
Contract Accounting
Grant Management
Inventory Management
Misc Billing and Receivables
PC Cash Register Interface
Project Accounting
Purchasing Base
Requisitions
<b><i>Payroll and Human Resources Applications</i></b>
Human Resources Mgt. Base Suite
Position Budgeting
Benefits Administration
Time and Attendance Interface
<b><i>Utility Management</i></b>
Water/Sewer/Refuse Base
Automatic Meter Read Interface
Service Order Processing
Meter and Device Inventory