

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Webb County, TX** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This SSMA shall remain in effect for a period of one (1) year from (start date) 10/1/15 to (end date) 9/30/16.

2. **Services Include**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

**6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-820**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

<u>Application Package</u>	<u>Number of Modules</u>
1. <b>Logos</b> ® Financial Management Software	16
2. <b>Logos</b> ® Human Resources Software	3
3. <b>Logos</b> ® Utility Information Software	3

ANNUAL  
MAINTENANCE COST: See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
10/1/2015 to 9/30/2016	\$82,700	9/15/2015

**Note:** Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

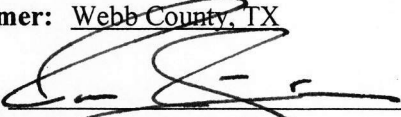
**ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.**

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Webb County, TX

Name: 

Title: Webb County Judge

Date: November 9, 2015

ACCEPTED BY:

~~New World Systems Corporation~~

TYLER TECHNOLOGIES, INC.

Name: A. Diaz

Title: Associate General Counsel

Date: 12/8/2015

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

# Webb County, TX

Licensed Application Software

At May, 2015

## 1. Logos® Financial Management Software

- Financial Management Base Package
  - Base
  - General Ledger Module
  - Budgetary Reporting Module
  - Annual Budget Processing Module
  - Requisition Processing Module
  - Purchasing Module
  - Accounts Payable Module
  - Revenue Accounting Module
- Financial Cash Register Interface
- Bid and Quote Tracking
- Contract Accounting
- Integrated Inventory
- Project/Grant Accounting
- Accounts Receivable
- Fixed Assets
- Financial Management Report Writer


## 2. Logos® Human Resources Software

- Payroll with Base Personnel
- Position Control and Budgeting
- HR/Payroll Report Writer

## 3. Logos® Utility Information Software

- Water / Sewer Base
- Auto PC Meter Read
- Meter Inventory


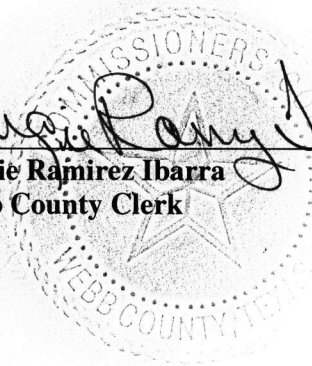
**WEBB COUNTY:**



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**Tano E. Tijerina**  
**Webb County Judge**

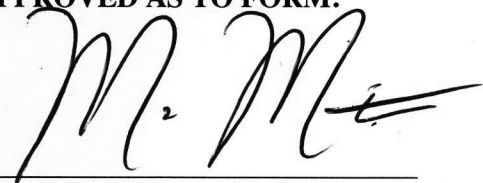
**ATTESTED:**



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**Margie Ramirez Ibarra**  
**Webb County Clerk**

**APPROVED AS TO FORM:**



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**Marco Montemayor**  
**Webb County Attorney**

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

ADDENDUM

This Addendum is made as of the last signature date set forth below ("Addendum Effective Date") by and between Tyler Technologies, Inc., a corporation in good standing under the laws of Delaware, with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler"), and the customer identified in the signature block (the "Customer").

WHEREAS, Customer selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Customer desire to update the Agreement with this Addendum.

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

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.
2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.
3. Until further notified by Tyler, the location of Customer's payments as set forth in the Agreement remains unchanged. Where Customer is required to provide notice under the Agreement, that notice shall be provided to:

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

4. Tyler represents that the Tyler signatory to the Agreement and this Addendum is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect, and this Addendum shall be governed by and construed in accordance with those terms and conditions.

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

**Tyler Technologies, Inc.**

**Customer**

By: Abby Diaz

Name: Abby Diaz

Title: Associate General Counsel

Date: 12/8/2015

Customer Name: Webb County, TX

By: TANO E. TISERIDA

Name: Tano E. Tiserida

Title: WEBB County Judge

Date: 12/21/15

Customer Address:

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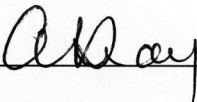
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**Tyler Technologies, Inc.**

**Customer**

Customer Name: Webb County, TX

By: 

By: 

Name: Abby Diaz

Name: 

Title: Associate General Counsel

Title: Webb County Judge

Date: 12/8/2015

Date: 12/21/15

Customer Address: