



December 10, 2015

ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

For a Logos 400 to Logos .NET Upgrade and Additional Modules

Mr. Rafael Pena
Webb County
P.O. Box 593
1110 Washington St., Suite 304
Laredo, TX 78042

Dear Mr. Pena:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 Licensed Standard Software to the New World Logos .NET Licensed Standard Software.

The attached forms (Exhibits AA, A, B, C, F and H) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement with Webb County, Texas are incorporated and continue to apply. Upon completion of the upgrade to Logos .NET standard software, the definition of COMPUTER from the March 31, 1995 Agreement will be the .NET server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

ACKNOWLEDGED AND AGREED TO BY:

TYLER TECHNOLOGIES, INC.
~~NEW WORLD SYSTEMS CORPORATION~~
(New World)

By: Abigail Diaz
Abigail Diaz, Associate General Counsel

Date: 12/18/2015

WEBB COUNTY, TEXAS
(Customer)

By: [Signature]
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Each individual signing above 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.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 31, 2015.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
1. Licensed Standard Software	
B. IMPLEMENTATION SERVICES	\$463,568
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES	
	ONE TIME PROJECT COST: <u>\$463,568</u>
C. TRAVEL EXPENSES – billed as incurred	\$80,000
D. STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – as further detailed in Exhibit C	
 <u>OPTIONAL</u>	
E. OTHER COSTS as further described in Exhibit H	\$3,000

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 31, 2015.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services and Third Party Products

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
B. IMPLEMENTATION SERVICES	\$463,568
1. Amount invoiced upon the Effective Date	\$154,523
2. Amount invoiced upon October 15, 2016	154,523
3. Amount invoiced upon October 15, 2017	154,522
C. TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred and will not exceed \$80,000 without prior approval from Customer.)	\$80,000
D. STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – (See Exhibit C)	

Annual Subscription Cost (10-Year Plan, Billed annually and due on October 1st of each year)

Year 1	for period	10/01/15 – 09/30/16	\$82,700
Year 2	for period	10/01/16 – 09/30/17	\$82,700
Year 3	for period	10/01/17 – 09/30/18	\$128,420
Year 4	for period	10/01/18 – 09/30/19	\$128,420
Year 5	for period	10/01/19 – 09/30/20	\$128,420
Year 6	for period	10/01/20 – 09/30/21	\$136,690
Year 7	for period	10/01/21 – 09/30/22	\$136,690
Year 8	for period	10/01/22 – 09/30/23	\$136,690
Year 9	for period	10/01/23 – 09/30/24	\$136,690
Year 10	for period	10/01/24 – 09/30/25	\$136,690

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

OPTIONAL COSTS

E. OTHER COSTS		\$3,000
1. Escrow one-time setup fee – invoiced upon Effective Date	\$3,000	
F. SOURCE CODE ESCROW FEES		
1. Annual Administrative Fee – first year invoiced upon Effective Date Subsequent year’s Annual Administrative Fees will not increase more than 5% over the previous year’s fee.		\$1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package ^{1,2,3}

Cost

LOGOS iSERIES (AS/400) STANDARD SOFTWARE TO BE REPLACED BY THE LOGOS.NET(WINDOWS) STANDARD SOFTWARE

FINANCIAL MANAGEMENT

1. Logos[®] Financial Management Software Base Package

- General Ledger Module
- Budgetary Reporting Module
- Annual Budget Processing Module
- Requisition Processing Module
- Purchasing Module
- Accounts Payable Module
- Revenue Accounting Module

2. Additional Logos[®] Financial Management Software

- Accounts Receivable Module
- Bid and Quote Tracking Module
- PC Cash Register Interface
- Contract Accounting Module
- Financial Management Report Writer
- Fixed Assets Module
- Integrated Inventory Module
- Project/Grant Accounting Module

PAYROLL & HUMAN RESOURCES SUITE

3. Logos[®] Human Resources Software

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

UTILITY MANAGEMENT SUITE

4. Logos[®] Utility Information Software

- Water/Sewer Base Package
- Automatic PC Meter Read Module
- Meter Inventory

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

**LOGOS.NET (WINDOWS) STANDARD SOFTWARE THAT WILL REPLACE THE LOGOS
iSERIES (AS/400) STANDARD SOFTWARE**

FINANCIAL MANAGEMENT

1. **Logos.NET Financial Management Base Suite**
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting

2. **Logos.NET Additional Financial Management Software**
 - Asset Management
 - Grant Management
 - Project Accounting
 - Misc. Billing & Receivables
 - Bank Reconciliation

3. **Expanded Revenue Collections**
 - PC Cash Register Interface

4. **Logos.NET Procurement Management Suite**
 - Purchasing Base
 - Requisition Processing
 - Bid & Quote Management
 - Contract Accounting
 - Inventory Management

PAYROLL & HUMAN RESOURCES SUITE

5. **Logos.NET Human Resources Management Base Suite**
 - Payroll Processing
 - Personnel Management
 - Position Control

6. **Logos.NET Additional Payroll & HR Modules**
 - Position Budgeting

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

UTILITY MANAGEMENT SUITE

- 7. Logos.NET Utility Management Software**
 - Water/Sewer/Refuse Base Package

- 8. Logos.NET Additional Utility Management Modules**
 - Automatic Meter Read (AMR) Interface ⁴
 - Meter and Device Inventory

DECISION SUPPORT SOFTWARE

- 9. Decision Support Base Datamart ⁵**

- 10. Finance Analytics**
 - Includes 5-6 users

- 11. Human Resource/Payroll Analytics**
 - Includes 3-4 users

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL LICENSED STANDARD SOFTWARE

PAYROLL & HUMAN RESOURCES SUITE

12. Logos.NET Benefits Management

- Benefits Administration

13. Logos.NET Additional Payroll & HR Modules

- Time & Attendance Interface⁶

myCOMMUNITY SUITE

14. Permitting and Land Management

- Parcel Management
- Permits
- Municipal Inspections
- Project Planning

15. Licensing and Regulation

- Business Licensing

eSUITE

16. eSuite Base Software

17. eFinance

- eSupplier
- eBid
- ePayments

18. eHR

- eEmployee
- eTimesheets
- eBenefits Administration

19. eUtility

- eUtilities

20. eCommunity

- ePermits
- eLicense

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

DECISION SUPPORT SOFTWARE

21. **Utility Management Analytics**
 - Includes 3-4 users

22. **myCommunity Analytics**
 - Includes 3-4 users

AUTHORIZED USERS

23. **Site License for up to 550 Authorized Users** ⁷

Note: A Site License is included for this solution. This Site License entitles Webb County, TX to 550 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within Webb County, TX.

TOTAL SOFTWARE LICENSE FEE ^{8,9,10,11,12}

Included

Note: The Logos.NET Standard Software will provide comparable but not identical capabilities to the Logos AS/400 software currently in use. The cost of any custom AS/400 software in use is not included.

Note: **Customer** may license additional users at the then current list prices including a 50% discount off list for up to two (2) years from the Effective Date of this Agreement.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*
- ² *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- ⁵ *New World 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 New World does not provide support for these tools and cannot guarantee compatibility.*
- ⁶ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSSA.*
- ⁷ *Additional cost per group of 5 for authorized users is \$5,000.*
- ⁸ *Discount only available in conjunction with upgrading Logos AS/400 to Logos .NET Windows.*
- ⁹ *Prices assume that all software proposed is licensed.*
- ¹⁰ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- ¹¹ *Financial Management Federal and State Compliance: 1099 data is printed on paper forms and is also transmittable electronically to the federal government for form types: MISC (Miscellaneous), INT (Interest), G (Certain Government Payments), S (Proceeds from Real Estate Transactions), R (Distributions for Pensions, Annuities and Retirement Plans)*
- ¹² *HR/Payroll Federal and State Compliance:*
 - 1) *Federal/State W2 Printable Forms and Electronic Transmittals*
 - 2) *Federal/State 1099-R Printable Forms and Electronic Transmittals*
 - 3) *Federal Affordable Care Act 1094C/1095C Printable Forms and Electronic Transmittals*
 - 4) *Properly Calculate Federal/State/Local tax withholdings*
 - 5) *Texas New Hire Report and Transmittal File*
 - 6) *Texas Quarterly Wage Report and Transmittal File*
 - 7) *Texas TCDRS Retirement Report and Transmittal File*
 - 8) *Texas TMRS Retirement Report and Transmittal File*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing – Option #1

Annual Standard Software Subscription Agreement (SSSA) fees for the software listed below will be \$17,200. This price is based on a 10 Year SSSA. Year 1 Subscription Cost to be prorated to run concurrently with Customer's existing SSSA

Customer may license the following software modules at the indicated SSSA for up to two (2) years from the date of execution of this Agreement.

OPTIONAL SOFTWARE MODULES

myCOMMUNITY SUITE

1. Mobility

myCommunity Mobile

- | | |
|-------------------------------------|-------|
| - myCommunity Server | 3,960 |
| - myInspections (per iPad) 15 Users | 2,160 |

eSUITE

2. GIS Integration¹²

- | | |
|---------------|-------|
| - myCommunity | 4,860 |
|---------------|-------|

DECISION SUPPORT SOFTWARE

3. Finance Analytics

- | | |
|-------------------------|-------|
| - Increase to 7-9 users | 1,180 |
|-------------------------|-------|

4. Human Resource/Payroll Analytics

- | | |
|-------------------------|-------|
| - Increase to 7-9 users | 1,680 |
|-------------------------|-------|

5. Utility Management Analytics

- | | |
|-------------------------|-------|
| - Increase to 7-9 users | 1,680 |
|-------------------------|-------|

6. myCommunity Analytics

- | | |
|-------------------------|-------|
| - Increase to 7-9 users | 1,680 |
|-------------------------|-------|

Note: Implementation services are not included for these optional modules and would be invoiced at the then current hourly rate when implemented.

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*
- ² *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ¹² *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

Optional Licensed Standard Software Pricing – Option #2

Annual Standard Software Subscription Agreement (SSSA) fees for the software listed below will be \$20,320. This price is based on a 10 Year SSSA. Year 1 Subscription Cost to be prorated to run concurrently with Customer's existing SSSA

Customer may license the following software modules at the indicated SSSA for up to two (2) years from the date of execution of this Agreement.

OPTIONAL SOFTWARE MODULES

myCOMMUNITY SUITE

1. Mobility

myCommunity Mobile

- myCommunity Server	3,960
- myInspections (per iPad) 15 Users	2,160

eSUITE

2. GIS Integration¹²

- myCommunity	4,860
---------------	-------

DECISION SUPPORT SOFTWARE

3. Finance Analytics

- Increase to 10+ users	1,960
-------------------------	-------

4. Human Resource/Payroll Analytics

- Increase to 10+ users	2,460
-------------------------	-------

5. Utility Management Analytics

- Increase to 10+ users	2,460
-------------------------	-------

6. myCommunity Analytics

- Increase to 10+ users	2,460
-------------------------	-------

Note: Implementation services are not included for these optional modules and would be invoiced at the then current hourly rate when implemented.

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*
- ² *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ¹² *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist Customer's management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at Customer's location
 - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
 - a project close-out meeting at Customer's location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees through project completion.

2. Implementation and Training Support Services

It is recommended that appropriate support days are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **172** days of New World implementation and training support services have been allocated for this project. An additional **10** days of support are included to be utilized at Customer discretion for additional training, follow-up training, report creation, consultation, etc. Excess days requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by New World may be performed at Customer's premises and/or at New World national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be Customer's responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, Customer will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) - Payment Processing Interface:
 includes 1 Positive Pay, 1 ACH/Direct Deposit Transmittal Export,
 and 1 Payment (Check/EFT) Reconciliation Transmittal Import
- b) Time and Attendance Interface
- c) AMR Interface
- d) Parcel Import

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services Standard Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

This Standard Software Subscription Agreement (SSSA) between **New World** and **Customer** sets forth the standard software subscription support services provided by **New World**.

1. Service Period and Early Termination

This SSSA shall remain in effect for a period of ten (10) years (the SSSA term) beginning on 10/01/2015 (the start date) and ending on the same calendar date at the conclusion of the SSMA term. As a part of this Agreement, **New World** has provided a substantial customer upgrade discount including favorable payment terms on Exhibits A, B, and C. In consideration for these discounts and favorable payment terms, **Customer** agrees to pay the full amount of annual SSSA payments due **New World** under Exhibit C. If **Customer** terminates its License Agreement with **New World** during the Service Period or fails to pay all the SSSA amounts as specified herein, **Customer** shall pay a one-time early termination fee of the remaining SSSA amounts. **Customer** shall also forfeit the license to use the Logos.NET licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period

2. Services Included

New World shall provide the following services during the SSSA term.

- 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 multiple individuals Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); additional support may be provided during other time periods to assist with upgrades if requested in advance and
- e) invitation to and participation in user group meetings.

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

Additional support services are available as requested by **Customer** using the then-current daily rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

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, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the Daily Rate.

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

4. **Billing**

- a) Subscription costs in paragraph 8 will be billed annually.
- b) One Time Costs for Implementation Fees to upgrade to Logos Windows.NET will be billed as provided in **New World's** Implementation Services Agreement provided to **Customer** during the 90 day notice period defined in paragraph 2 above.

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

Additional Licensed Standard Software licensed from **New World** will be added to the SSSA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

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

If, after **Customer** has cutover to live production use of the Licensed Standard Software, **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **Customer** shall notify **New World** by phone, in writing, by email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective.

Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5).

Customer may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **Customer's** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after **Customer** has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **Customer's** determination of the severity of the error defect, fault, performance, operation or malfunction and **New World's** reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 1 event is 24 hours or less.

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit Customer's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

Customer may contact the following **New World** resources for management level issue resolution escalation:

Vice President of Product Support, Erin Miller
Vice President of Product Vision, Brian Leary
Director of Professional Services, Andy Breeden

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 any party other than **New World**;
- b) situations where **Customer's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

7. Subscription Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the New World Licensed Standard Software packages described in Exhibit A.

Annual Subscription Cost (10-Year Plan, Billed annually and due on October 1st of each year)

Year 1	for period	10/01/15 – 09/30/16	\$82,700*
Year 2	for period	10/01/16 – 09/30/17	\$82,700
Year 3	for period	10/01/17 – 09/30/18	\$128,420
Year 4	for period	10/01/18 – 09/30/19	\$128,420
Year 5	for period	10/01/19 – 09/30/20	\$128,420
Year 6	for period	10/01/20 – 09/30/21	\$136,690
Year 7	for period	10/01/21 – 09/30/22	\$136,690
Year 8	for period	10/01/22 – 09/30/23	\$136,690
Year 9	for period	10/01/23 – 09/30/24	\$136,690
Year 10	for period	10/01/24 – 09/30/25	\$136,690

* Year one paid as part of existing iSeries SSMA

Upon completion of the SSSA payments above, Customer shall obtain a perpetual license to the software described in Exhibit A.

8. Payment Default and Termination Proceedings

If the payments in Section 7 of this SSSA are late by more than 60 days from the due date, **Customer** is in default of this **Agreement** and **New World** may declare the termination fee of the remaining SSSA payments as collectible and **Customer** agrees to pay immediately upon written notice from **New World**. **Customer** also agrees that failure to pay shall immediately forfeit its license to use the Licensed Standard Software.

If **Customer** is in default, **Customer** agrees that any collection process or termination proceedings shall be governed by Section 15.0 (Dispute Resolution Procedure) from the original License and Services Agreement between **Customer** and **New World** dated March 31, 1995.

9. Non-Funding Provision

Assuming all Exhibit A and B products and services have been paid for, and after year three of the SSSA has been paid for and completed, in the event **Customer** does not appropriate funds to complete payments due under this SSSA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSSA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSSA payments remains in effect through the expiration date of this SSSA **Agreement**.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files from **New World** AS/400 in addition to the files specified in item 4 below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files. **New World** shall bring over all requested data from the existing **New World** software on the AS/400 by **Customer** during conversion at no additional fee to **Customer**.

1. General

- a) This conversion effort includes data coming from one unique data source, not multiple sources (with the exception of Community Development, RVI, and the Position Master).
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**
- c) For Community Development and data mapping, one trip will be required.

2. New World Responsibilities

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software**.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.

3. Customer Responsibilities

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
- c) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- d) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- e) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout on an daily billable basis. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

4. Additional Files to be converted

The following files will be converted:

Community Development	
<input type="checkbox"/>	<u>Community Development</u> Only one data source from 3 rd Party source for Community Development: <ul style="list-style-type: none">• Parcel Conversion• Business Licensing Conversion• Permit and Inspections Conversion• Requests for Service Conversion• Code Enforcement Conversion
Third Party Document Imaging	
<input type="checkbox"/>	<u>Third Party Document Imaging</u> Only one data source from 3 rd Party source for Document Imaging (RVI) <ul style="list-style-type: none">• Documents
Third Party Position Master Import	
<input type="checkbox"/>	<u>Third Party Position Master Import</u> Only one data source from 3 rd Party source for Position Master Import <ul style="list-style-type: none">• Positions/Position Budgeting/Employee Positions

EXHIBIT H
OPTIONAL ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World's** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

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

Customer Name:

By: TANO TIERINA

Name: Abby Diaz

Name: TANO TIERINA

Title: Associate General Counsel


Title: Weld County Judge

Date: 12/18/2015


Date: December 15, 2015

Customer Address:

WEBB COUNTY


Tano E. Tijerina
Webb County Judge

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. 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).