



Quoted By: Brad Reed  
 Quote Expiration: 7/29/2019  
 Quote Name: Webb County - NW ERP - Personnel Actions  
 Quote Number: 2019-65639  
 Quote Description: Personnel Actions

**Sales Quotation For**

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

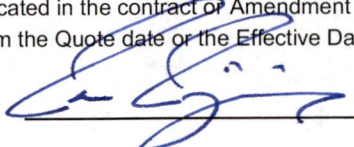
**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Payroll/HR</b>						
Personnel Actions	\$14,500	48	\$8,400	\$0	\$22,900	\$2,610
<i>Sub-Total:</i>	\$14,500		\$8,400	\$0	\$22,900	\$2,610
<b>TOTAL:</b>	<b>\$14,500</b>	<b>48</b>	<b>\$8,400</b>	<b>\$0</b>	<b>\$22,900</b>	<b>\$2,610</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$14,500	\$2,610
Total Tyler Services	\$8,400	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$22,900</b>	<b>\$2,610</b>
<b>Contract Total</b>	<b>\$25,510</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.

Customer Approval:  Date: 03/26/19  
 Print Name: Tano E. Tijerina P.O.#: \_\_\_\_\_  
Webb County Judge

## Comments

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.

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.

Travel and expenses are not included under Total Services as they are billed at actual cost. A separate line item above "Estimated Travel Expenses", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon \$2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

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.

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.

**ATTESTED:**

Margie Ramirez-Ibarra  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

Ramon A. Villafranca, Jr. for RV  
Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*By law, the Civil Legal Division 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).

Passed and approved by the Webb County Commissioners Court  
On March 11, 2019; item no. 7c.





## AMENDMENT

This amendment ("Amendment") is made this 11<sup>th</sup> day of March, 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 a 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. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
  - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date"). The Client's license rights for such software are perpetual and will not be affected by the Subscription term.
  - b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement. By paying your annual maintenance fee, Client will be entitled to the rights under Exhibit C, Sections 2, 3, and 6.
  - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures to follow on the next page.]



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

Tyler Technologies, Inc.

By: Reth Kandy - Jr

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

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

Webb County, Texas

By: Tano E. Tijerina

Name: Tano E. Tijerina, Webb County Judge

Date: 03/26/19

Attested:

By: Margie Ramirez-Ibarra  
Margie Ramirez-Ibarra  
Webb County Clerk



Approved as to Form:

By: Ramon A. Villafranca, Jr.  
Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*By law, the Civil Legal Division 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).

Passed and approved by the Webb County Commissioners Court  
On March 11, 2019; item no. 7c.

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

Tyler Technologies, Inc. \_\_\_\_\_

Webb County, Texas

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

By: [Signature]

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

Name: Tano E. Tijerina, Webb County Judge

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

Date: 03/26/19

Attested:

By: [Signature]  
Margie Ramirez-Ibarra  
Webb County Clerk



Approved as to Form:

By: [Signature] for R.V.  
Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*By law, the Civil Legal Division 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).

Passed and approved by the Webb County Commissioners Court  
On March 11, 2019; item no. \_\_\_\_\_

7c.



## **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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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:**

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

WEBB COUNTY, TEXAS  
(Customer)

By: Abigail Diaz  
Abigail Diaz, Associate General Counsel

By: [Signature]  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

Date: 12/18/2015

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 / 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)	 \$80,000
(These expenses are billed as incurred and will not exceed \$80,000 without prior approval from Customer.)	
 D. STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – (See Exhibit C)	
<b><u>Annual Subscription Cost (10-Year Plan, Billed annually and due on October 1<sup>st</sup> of each year)</u></b>	
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 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 <sup>4</sup>
  - Meter and Device Inventory

**DECISION SUPPORT SOFTWARE**

9. **Decision Support Base Datamart <sup>5</sup>**
  
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 Interface<sup>6</sup>

**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**

**ENDNOTES**

- <sup>1</sup> *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.*
- <sup>2</sup> *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.*
- <sup>3</sup> *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.*
- <sup>4</sup> *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.*
- <sup>5</sup> *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.*
- <sup>6</sup> *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSSA.*
- <sup>7</sup> *Additional cost per group of 5 for authorized users is \$5,000.*
- <sup>8</sup> *Discount only available in conjunction with upgrading Logos AS/400 to Logos .NET Windows.*
- <sup>9</sup> *Prices assume that all software proposed is licensed.*
- <sup>10</sup> *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.*
- <sup>11</sup> *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)*
- <sup>12</sup> *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 Integration<sup>12</sup>**

- myCommunity	4,860
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**DECISION SUPPORT SOFTWARE**

**3. Finance Analytics**

- Increase to 7-9 users	1,180
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**4. Human Resource/Payroll Analytics**

- Increase to 7-9 users	1,680
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**5. Utility Management Analytics**

- Increase to 7-9 users	1,680
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**6. myCommunity Analytics**

- Increase to 7-9 users	1,680
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Note: Implementation services are not included for these optional modules and would be invoiced at the then current hourly rate when implemented.

## ENDNOTES

- <sup>1</sup> *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.*
- <sup>2</sup> *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.*
- <sup>3</sup> *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.*
- <sup>12</sup> *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 Integration<sup>12</sup>**

- 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

- <sup>1</sup> *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.*
- <sup>2</sup> *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.*
- <sup>3</sup> *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.*
- <sup>12</sup> *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**

**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)

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.

<u>Annual Subscription Cost (10-Year Plan, Billed annually and due on October 1<sup>st</sup> of each year)</u>			
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:

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



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

By: 

Name: Abby Diaz

Name: TANO TIJERINA

Title: Associate General Counsel

Title: Welder County Judge


Date: 12/15/2015

Date: December 15, 2015

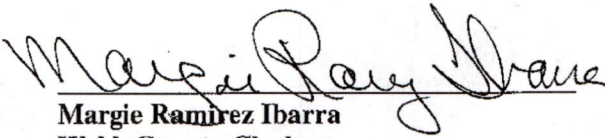
Customer Address:



**WEBB COUNTY**

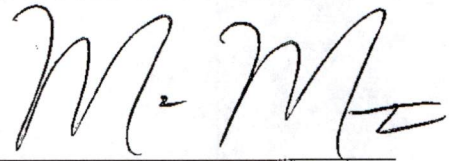
  
Tano E. Tijerina  
Webb County Judge

**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).



MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2019 APR 30 PM 2:44

WEBB COUNTY, TEXAS

BY     *rw*     DEPUTY