

18-209



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Client is a member of the National Joint Powers Alliance ("NJPA") under member number 7857.

WHEREAS, Tyler participated in the competitive bid process in response to NJPA's RFP #110515 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 110515-TTI (hereinafter, the "NJPA Contract");

WHEREAS, documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA is available at <http://www.nipacoop.org/cooperative-purchasing/contracts-general/technology-security-communication-solutions/110515-tti/>; and

WHEREAS Client desires to purchase off the NJPA contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the NJPA contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section K(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means COUNTY OF SUMMIT, OH.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written Documentation submitted to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our

then-current Documentation.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C. **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is provided at Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
 - 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – AFFILIATED ORGANIZATIONS

1. **Access by Affiliated Organizations.** We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers in accordance with the terms of this Agreement. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
2. **Application of this Agreement.** Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
3. **Termination of Access of an Affiliated Organization.** You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION D – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION E – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to

make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. **Third Party Products Warranties.**
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. **Maintenance.** If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION G – ACCEPTANCE TESTING; SYSTEM ACCEPTANCE

1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Tyler will provide at least ten (10) days notice before the acceptance tests commence. System testing will occur only in accordance with the acceptance test plan, which will be mutually agreed to by the parties.
2. **SYSTEM ACCEPTANCE.** System acceptance will occur upon successful completion of the acceptance tests in accordance with the acceptance test plan. Upon system acceptance, the parties will memorialize this event by promptly executing a system acceptance certificate. If the acceptance test plan includes separate tests for individual subsystems or phases of the system, acceptance of the individual subsystem or phase will occur upon the successful completion of the acceptance tests for the subsystem or phase, and the parties will promptly execute an acceptance certificate for the subsystem or phase. If you believe the system has failed the completed acceptance tests, you will provide to Tyler a written notice that includes the specific details of the failure. If you do not provide to Tyler a failure notice within thirty (30) days after completion of the acceptance tests, system acceptance will be deemed to have occurred as of the completion of the acceptance tests. Minor omissions or variances in the system that do not materially impair the operation of the system as a whole will not postpone system acceptance or subsystem acceptance, but will be corrected according to a mutually agreed schedule.
3. **BENEFICIAL USE.** You acknowledge that Tyler’s ability to perform its implementation and testing responsibilities may be impeded if you begin using the system before system acceptance. Therefore, you will not commence beneficial use before system acceptance without Tyler’s prior written authorization, which will not be unreasonably withheld. Tyler is not responsible for system performance deficiencies that occur during unauthorized beneficial use. Upon commencement of beneficial use, you assume responsibility for the use and operation of the system.
4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after system acceptance when all deliverables and other work have been completed. When final Project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the system acceptance certificate.

SECTION H – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section H(3).
2. **Retainage.** There will be a \$300,000 retainage applied to the total amount of the professional services shown on the Investment Summary. Upon final acceptance of the entire system in accordance with Section G, the retainage shall be paid to Tyler.

3. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION I – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section K(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section K(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section H(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section H(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION J – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify

us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section J(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF**

CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION K – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate.

Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation, gender identity or military status. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, our either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. **Entire Agreement.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents

to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. **Contract Documents.** This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Statement of Work – New World
Schedule 1: Implementation and Training Support Services
Schedule 2: Data File Conversion Assistance
Schedule 3: Customer Requested Standard Software Enhancement/Modifications
And/or Custom Software
- Exhibit E Additional Terms for Brazos Components
Schedule 1: Service Level Agreement
- Exhibit F Third Party End User License Agreement(s)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

County of Summit

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

County of Summit
175 South Main Street, Room 101
Akron, OH 44308
Attention: Chief Information Officer

And:
175 South Main Street, 8th fl
Akron, Ohio 44038
Attention: Law Director





Exhibit A Investment Summary

The following Investment Summary details the software, products, 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.

Investment Summary prepared in accordance with NJPA Contract #110515-tti.

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Sales Quotation For
 Summit County Sheriff
 53 University Ave Fl 4
 Akron, OH 44308-1606
 Phone: +1 (330) 643-2181

Quoted By: Buck Mine
 Quote Expiration: 6/29/2018
 Quote Name: OH - Summit County Consortium - CAD/RMS/Mobile/SoftCode/Citation
 Quote Number: 2017-23103-5
 Quote Description: OH - Summit Consortium Proposal - 4-18-2018

Tyler Software and Related Services

Description	Expense	Time Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
New World Enterprise Combined LE/Fire/EMS CAD	\$193,700	540	\$75,300	\$272,000	\$32,542
BOLGo	\$22,000	0	\$0	\$22,000	\$3,696
CAD Auto Routing	\$22,000	0	\$0	\$22,000	\$3,696
CAD AVL	\$22,000	0	\$0	\$22,000	\$3,696
Service Vehicle Rotation (Wrecker, Ambulance)	\$22,000	0	\$0	\$22,000	\$3,696
Unit Management	\$25,000	0	\$0	\$25,000	\$4,200
Web CAD Monitor	\$50,000	0	\$0	\$50,000	\$8,400
CAD Paging Interface	\$22,000	0	\$0	\$22,000	\$3,696
E-911 Interface	\$22,000	0	\$0	\$22,000	\$3,696
MGR911 Interface (link to 911)	\$30,000	0	\$0	\$30,000	\$5,040
On-Line CAD Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Fire Records Interface	\$44,000	0	\$0	\$44,000	\$7,392
ePCR Interface	\$44,000	0	\$0	\$44,000	\$7,392
PulsePoint Interface	\$1,500	0	\$0	\$1,500	\$252
Pre-Arrival Questionnaire Interface	\$22,000	0	\$0	\$22,000	\$3,696
Tyler CAD to Tyler CAD Interface	\$0	0	\$0	\$0	\$0
Law Enforcement Records Management System					
New World Multi-Jurisdictional Law Enforcement Records	\$142,560	500	\$72,500	\$215,060	\$23,950
Clery Reporting	\$50,000	0	\$0	\$50,000	\$4,200
Federal UCR/IBR	\$50,000	0	\$0	\$50,000	\$8,400
State Accidents	\$50,000	0	\$0	\$50,000	\$8,400
Activity Reporting and Scheduling	\$20,000	0	\$0	\$20,000	\$3,360
Alarm Tracking and Billing	\$25,000	0	\$0	\$25,000	\$4,200
Bookings	\$25,000	0	\$0	\$25,000	\$4,200
Career Criminal Registry (parole, sex offenders)	\$20,000	0	\$0	\$20,000	\$3,360
Case Management	\$20,000	0	\$0	\$20,000	\$3,360
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$35,000	0	\$0	\$35,000	\$5,880
Demographic Profiling Reporting	\$25,000	0	\$0	\$25,000	\$4,200
Equipment Tracking	\$25,000	0	\$0	\$25,000	\$4,200
Field Investigations	\$20,000	0	\$0	\$20,000	\$3,360
Gang Tracking	\$25,000	0	\$0	\$25,000	\$4,200
Narcotics Management/Intelligence	\$25,000	0	\$0	\$25,000	\$4,200
Orders of Protection	\$25,000	0	\$0	\$25,000	\$4,200
Permits	\$25,000	0	\$0	\$25,000	\$4,200
Property Room Bar Coding	\$20,000	0	\$0	\$20,000	\$3,360
Web Briefing Notes	\$22,000	0	\$0	\$22,000	\$3,696
Linescan Interface (LERMS)	\$22,000	0	\$0	\$22,000	\$3,696
New World State/NCIC Interface	\$44,000	0	\$0	\$44,000	\$7,392
On-Line Property Checks Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Public Safety Lineups/Mug Shots (LERMS)	\$66,000	0	\$0	\$66,000	\$11,088
On-Line Global Subjects Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
On-Line Warrants and Warrants Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Tyler Content Manager (TCM)	\$44,000	0	\$0	\$44,000	\$0
Ticket Writer Interface (Supports Brazos)	\$0	0	\$0	\$0	\$0



Fire Records Management System					
New World Fire Records Software	\$87,120	300	\$43,500	\$130,620	\$14,636
NFIRS 5.0 Electronic Reporting	\$50,000	0	\$0	\$50,000	\$8,400
NEMESIS Electronic Reporting	\$50,000	0	\$0	\$50,000	\$8,400
Data Analysis/Management Reporting (FRMS)	\$25,000	0	\$0	\$25,000	\$4,200
Equipment Tracking and Maintenance	\$25,000	0	\$0	\$25,000	\$4,200
Fire Permits	\$25,000	0	\$0	\$25,000	\$4,200
Vehicle Tracking and Maintenance (FRMS)	\$25,000	0	\$0	\$25,000	\$4,200
Mobile					
New World Mobile Messaging Server	\$85,000	60	\$8,700	\$93,700	\$14,280
Fire Dispatch/Messaging (34)	\$13,600	40	\$5,800	\$19,400	\$2,285
Drivers License Mag Stripe Reader/Barcode Reader Interface (212)	\$21,200	0	\$0	\$21,200	\$3,562
Mugshot Image Download (113)	\$11,300	0	\$0	\$11,300	\$1,898
State Photo Download (293)	\$29,300	0	\$0	\$29,300	\$4,922
In-Car Routing (314)	\$31,400	0	\$0	\$31,400	\$5,275
Crez/Force - Fire Dispatch with Advanced Mapping (261)	\$122,975	0	\$0	\$123,975	\$20,828
New World Mobility Server	\$30,000	0	\$0	\$30,000	\$5,040
LE Dispatch/Messaging/State/NCIC (289)	\$115,600	0	\$0	\$115,600	\$19,421
In-Car Mapping / AVL (335)	\$50,400	0	\$0	\$50,400	\$8,467
Mobility Hosting Fee	\$0	0	\$0	\$0	\$3,000
Field Reporting					
New World Field-Based Reporting Server	\$55,000	400	\$56,000	\$123,000	\$10,920
LE Field Reporting (Federal Standard) (452)	\$180,800	0	\$0	\$180,800	\$30,374
LE Accident Field Reporting (1 form) (122)	\$35,600	0	\$0	\$35,600	\$5,148
Field Investigation Field Reporting (1 form) (399)	\$39,900	0	\$0	\$39,900	\$6,703
Demographic Profiling Questionnaire (323)	\$24,225	0	\$0	\$24,225	\$4,070
Fire Inspections (10)	\$1,000	18	\$2,320	\$3,320	\$188
Other Software					
Fire Records Management Data Mart / Includes 10+ users	\$30,000	0	\$0	\$30,000	\$5,040
Fire Records Management Dashboards	\$36,000	0	\$0	\$36,000	\$6,048
Workstation License	\$0	0	\$0	\$0	\$0
CAD Data Mart / Includes 10+ users	\$30,000	0	\$0	\$30,000	\$5,040
CAD Dashboards	\$36,000	0	\$0	\$36,000	\$6,048
Mobile Site License	\$37,020	0	\$0	\$37,020	\$7,774
Brazos					
Brazos Site License	\$130,000	0	\$0	\$130,000	\$21,475
Brazos Hosting Fee	\$0	0	\$0	\$0	\$9,730
Brazos Device Level Interface: New World Mobile	\$0	0	\$0	\$0	\$0
Brazos Interface: Court	\$9,000	0	\$0	\$9,000	\$1,890
Brazos Interface: New World Records Management System	\$0	0	\$0	\$0	\$0
<i>Sub-Total:</i>	<i>\$2,926,200</i>		<i>\$266,120</i>	<i>\$3,195,320</i>	<i>\$494,307</i>
<i>Less Discount:</i>	<i>\$632,976</i>		<i>\$0</i>	<i>\$632,976</i>	<i>\$481,577</i>
<i>Less Customer Loyalty Discount (Cuyahoga Falls and Stow)</i>	<i>\$293,224</i>		<i>\$0</i>	<i>\$293,224</i>	<i>\$0</i>
TOTAL:	\$2,000,000	1856	\$266,120	\$2,266,120	\$12,730

Services

Description	Quantity	Unit Price	Sub-Total	Overhead/Profit
Web CAD Monitor Installation Fee	1	\$1,160	\$0	\$1,160
E-911 Interface Installation Fee	4	\$1,740	\$0	\$6,960
Pre-Arrival Questionnaire Interface Installation Fee	1	\$1,160	\$0	\$1,160
Fire Records Interface Installation Fee	1	\$2,320	\$0	\$2,320
ePCR Interface Installation Fee	1	\$2,320	\$0	\$2,320
PulsePoint Interface Installation Fee	1	\$3,480	\$0	\$3,480
KG911 Interface Installation Fee	4	\$585	\$0	\$2,320
On-Line CAD Interface to State/NCIC Installation Fee	1	\$2,320	\$0	\$2,320
CAD Paging Interface Installation Fee	1	\$1,160	\$0	\$1,160
Tyler CAD to Tyler CAD Interface Installation Fee	1	\$5,800	\$0	\$5,800
Web Briefing Notes Installation Fee	1	\$1,160	\$0	\$1,160
Livescan Interface Installation Fee	1	\$4,640	\$0	\$4,640
State/NCIC Interface Installation Fee	1	\$6,380	\$0	\$6,380
On-Line Global Subjects Installation Fee	1	\$1,160	\$0	\$1,160
On-Line Property Checks Installation Fee	1	\$3,480	\$0	\$3,480
On-Line Warrants and Warrants Installation Fee	1	\$3,480	\$0	\$3,480
Ticket Writer Interface Installation Fee	1	\$2,320	\$0	\$2,320
Project Management	1	\$181,840	\$0	\$181,840
Disaster Recovery Environment (HyperV or VMWare) Installation and Configuration	1	\$17,600	\$0	\$17,600
Standard LE and Fire Mobile Environment (live and test) Installation and Configuration	1	\$20,010	\$0	\$20,010
GIS Implementation	1	\$18,125	\$0	\$18,125
Travel and Living Expenses	1	\$135,000	\$0	\$135,000
Custom AXDIN On Body Camera Interface (one-way)	1	\$15,000	\$0	\$15,000
Decision Support Software Implementation Fee	2	\$4,350	\$0	\$8,700
Up to 320 hours of Post Go-Live Training Services	320	\$145	\$0	\$46,400
Custom OH eCrash Interface (one-way)	1	\$22,400	\$0	\$22,400
Custom Matrix Court Interface (one-way)	1	\$0	\$0	\$0
Conversions				\$186,750
Brazos Project Management (plus per diem as needed if not remote)	7	\$1,000	\$0	\$7,000
Brazos Training	4	\$1,000	\$0	\$4,000
Brazos Set Up and Configuration	1	\$32,200	\$0	\$32,200
TOTAL:				\$763,646



Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Diagramming Software (Scene PD) Site License (includes 1st yr maintenance)	1	\$84,565	\$84,565	\$0	\$0
Elasticsearch Professional Edition (Annual Subscription)	1	\$0	\$0	\$1,500	\$1,500
Embedded Third Party Software	1	\$50,000	\$50,000	\$10,500	\$10,500
Esri ArcGIS Engine Runtime for CAD Workstations	40	\$500	\$20,000	\$105	\$4,200
Esri Mobile In-Car Mapping and Routing unit(s)	269	\$250	\$72,250	\$53	\$15,173
Esri Mobile In-Car Mapping unit(s)	10	\$150	\$1,500	\$32	\$315
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$6,000	\$6,000	\$1,260	\$1,260
Mobile VPN Software - NetMotion Mobility (Perpetual Pricing)	26	\$200	\$5,200	\$0	\$0
Mobile VPN Software - NetMotion Mobility Annual Maintenance	1	\$1,300	\$1,300	\$0	\$0
NetMotion Mobile solutions Group - Sure Start Express	1	\$2,000	\$2,000	\$0	\$0
RapidIdentity eSSO - 1 Year Software Subscription & Support	266	\$11	\$2,926	\$0	\$0
RapidIdentity MFA Standard Setup - Remote Installation, configuration & Training	1	\$4,000	\$4,000	\$0	\$0
RapidIdentity OTP (Hard/Soft Token) + Push - 1 Year Software Subscription & Support	266	\$23	\$6,118	\$0	\$0
AVL Hardware - permanent mount	84	\$70	\$6,300	\$0	\$0
Bar Coding Scanner Kit w/Signature Pad	8	\$3,680	\$31,040	\$0	\$0
Digital Camera for Mug Shots	2	\$1,350	\$2,700	\$0	\$0
Lantronix UDS-1100	2	\$175	\$350	\$0	\$0
L. TRON 2D Bar Code Imager	185	\$350	\$68,250	\$0	\$0
Red Hat Enterprise Linux Server (3-year subscription)	1	\$2,500	\$2,500	\$0	\$0
<i>3rd Party Hardware Sub-Total</i>			<i>\$111,140</i>		<i>\$0</i>
<i>3rd Party Software Sub-Total</i>			<i>\$255,650</i>		<i>\$32,940</i>
TOTAL:			\$366,990		\$1,500

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$2,000,000	\$494,307
Total Tyler Services	\$1,637,765	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$366,990	\$32,940
Summary Total	\$3,404,764	\$827,255



Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Extended Price
Law Enforcement Records Management System			
Law Enforcement Records Management Conversion (One Source) including: Cases, incidents for Cases, Arrests, Tickets, and Warrants	1	\$18,750	\$18,750
Law Enforcement Personnel Conversion	2	\$7,500	\$7,500
Law Enforcement Personnel Equipment Inventory Conversion	1	\$3,750	\$3,750
Law Enforcement Personnel Training Conversion	1	\$3,750	\$3,750
State Accident Report Information Conversion	1	\$10,000	\$10,000
Status Conversion	2	\$7,500	\$7,500
Law Enforcement Records Management Conversion (Additional Source(s))	2	\$18,750	\$18,750
Property Conversion (One Source)	1	\$7,500	\$7,500
Property Conversion (Additional Source(s))	3	\$11,250	\$11,250
Law Enforcement External Documents	1	\$3,750	\$3,750
Fire Records Management System			
Inspections Conversion	1	\$3,750	\$3,750
Data File Conversion			
Data Conversion Analysis and Assessment	1	\$4,000	\$4,000
Base Conversion (One Source); Master Files including Master Name (Jackies), Addresses, and Namesakes	1	\$17,000	\$17,000
/ Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)			
Address Re-Verification	4	\$25,000	\$25,000
Base Data File Conversion (Additional Source(s))	3	\$25,500	\$25,500
CONV. Up to 203 Hours for Cuyahoga Falls Data Conversion from AS400 to Windows	200	\$29,000	\$29,000
TOTAL:			\$198,750

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	\$193,700	\$38,740	\$154,960	\$32,542
BOLCs	\$22,000	\$4,400	\$17,600	\$3,696
CAD Auto Routing	\$22,000	\$4,400	\$17,600	\$3,696
CAD AVL	\$22,000	\$4,400	\$17,600	\$3,696
Service Vehicle Rotation (Wrecker, Ambulance)	\$22,000	\$4,400	\$17,600	\$3,696
Unit Management	\$25,000	\$5,000	\$20,000	\$4,200
Web CAD Monitor	\$50,000	\$10,000	\$40,000	\$9,400
CAD Paging Interface	\$22,000	\$4,400	\$17,600	\$3,696
E-911 Interface	\$22,000	\$4,400	\$17,600	\$3,696
NG911 Interface (text to 911)	\$30,000	\$6,000	\$24,000	\$5,040
On-Line CAD Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Fire Records Interface	\$44,000	\$8,800	\$35,200	\$7,382
ePCR Interface	\$44,000	\$8,800	\$35,200	\$7,382
PulsePoint Interface	\$1,500	\$300	\$1,200	\$252
Pre-Arrival Questionnaire Interface	\$22,000	\$4,400	\$17,600	\$3,696
Tyler CAD to Tyler CAD Interface	\$0	\$0	\$0	\$0
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	\$142,500	\$28,512	\$114,048	\$23,950
Clery Reporting	\$50,000	\$10,000	\$40,000	\$4,200
Federal UCR/IBR	\$50,000	\$10,000	\$40,000	\$8,400
State Accidents	\$50,000	\$10,000	\$40,000	\$8,400
Activity Reporting and Scheduling	\$25,000	\$5,000	\$20,000	\$3,360
Alarm Tracking and Billing	\$25,000	\$5,000	\$20,000	\$4,200
Bookings	\$25,000	\$5,000	\$20,000	\$4,200
Cases: Criminal Registry (parolee, sex offenders)	\$20,000	\$4,000	\$16,000	\$3,360
Case Management	\$28,000	\$6,000	\$22,000	\$3,360
Data Analysis/Crime Mapping/Management Reporting (LEAMS)	\$35,000	\$7,000	\$28,000	\$5,880
Demographic Profiling Reporting	\$25,000	\$5,000	\$20,000	\$4,200
Equipment Tracking	\$25,000	\$5,000	\$20,000	\$4,200
Field Investigations	\$28,000	\$4,000	\$24,000	\$3,360
Gang Tracking	\$25,000	\$5,000	\$20,000	\$4,200

Narcotics Management/Intelligence	\$25,000	\$5,000	\$20,000	\$4,200
Orders of Protection	\$25,000	\$5,000	\$20,000	\$4,200
Permits	\$25,000	\$5,000	\$20,000	\$4,200
Property Room Bar Coding	\$20,000	\$4,000	\$16,000	\$3,360
Web Briefing Notes	\$22,000	\$4,400	\$17,600	\$3,696
Livescan Interface (LERMS)	\$22,000	\$4,400	\$17,600	\$3,696
New World State/NCIC Interface	\$44,000	\$8,800	\$35,200	\$7,392
On-Line Property Checks Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Public Safety Lineups/Mug Shots (LERMS)	\$66,000	\$13,200	\$52,800	\$11,088
On-Line Global Subjects Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
On-Line Wants and Warrants Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Tyler Content Manager (TCM)	\$44,000	\$44,000	\$0	\$0
Ticket Writer interface (Supports Brazos)	\$0	\$0	\$0	\$0
Fire Records Management System				
New World Fire Records Software	\$87,120	\$17,424	\$69,696	\$14,636
NFIRS 5.0 Electronic Reporting	\$50,000	\$10,000	\$40,000	\$8,400
NEMIS Electronic Reporting	\$50,000	\$10,000	\$40,000	\$8,400
Data Analysis/Management Reporting (FRMS)	\$25,000	\$5,000	\$20,000	\$4,200
Equipment Tracking and Maintenance	\$25,000	\$5,000	\$20,000	\$4,200
Fire Permits	\$25,000	\$5,000	\$20,000	\$4,200
Vehicle Tracking and Maintenance (FRMS)	\$25,000	\$5,000	\$20,000	\$4,200
Mobile				
New World Mobile Messaging Server	\$85,000	\$17,000	\$68,000	\$14,280
Fire Dispatch/Messaging	\$13,600	\$2,720	\$10,880	\$2,285
Drivers License Mag Stripe Reader/Barcode Reader interface	\$21,200	\$4,240	\$16,960	\$3,562
Mugshot Image Download	\$11,300	\$2,260	\$9,040	\$1,898
State Photo Download	\$29,300	\$5,860	\$23,440	\$4,922
In-Car Routing	\$31,400	\$6,280	\$25,120	\$5,275
CrewForce - Fire Dispatch with Advanced Mapping	\$123,975	\$24,795	\$99,180	\$20,828
New World Mobility Server	\$30,000	\$6,000	\$24,000	\$5,040
LE Dispatch/Messaging/State/NCIC	\$115,600	\$23,120	\$92,480	\$19,421
In-Car Mapping / AVL	\$50,400	\$10,080	\$40,320	\$8,467
Mobility Hosting Fee	\$0	\$0	\$0	\$3,000
Field Reporting				
New World Field-Based Reporting Server	\$65,000	\$13,000	\$52,000	\$10,920
LE Field Reporting (Federal Standard)	\$180,800	\$36,160	\$144,640	\$30,374
LE Accident Field Reporting (1 form)	\$36,600	\$7,320	\$29,280	\$6,149
Field Investigation Field Reporting (1 form)	\$39,900	\$7,980	\$31,920	\$6,703
Demographic Profiling Questionnaire	\$24,225	\$4,845	\$19,380	\$4,070
Fire Inspections	\$1,000	\$200	\$800	\$168
Other Software				
Fire Records Management Data Mart / Includes 10+ users	\$30,000	\$6,000	\$24,000	\$5,040
Fire Records Management Dashboards	\$36,000	\$7,200	\$28,800	\$6,048
Workstation License	\$0	\$0	\$0	\$0
CAD Data Mart / Includes 10+ users	\$30,000	\$6,000	\$24,000	\$5,040
CAD Dashboards	\$36,000	\$7,200	\$28,800	\$6,048
Mobile Site License	\$37,020	\$0	\$37,020	\$7,774
Brazos				
Brazos Site License	\$130,000	\$27,740	\$102,260	\$21,475
Brazos Hosting Fee	\$0	\$0	\$0	\$9,730
Brazos Device Level Interface: New World Mobile	\$0	\$0	\$0	\$0
Brazos Interface: Court	\$9,000	\$0	\$9,000	\$1,890
Brazos Interface: New World Records Management System	\$0	\$0	\$0	\$0
	<i>Sub-Total</i>			
	\$2,926,200	\$632,976	\$2,293,224	\$494,307
	<i>Less Customer Loyalty Discount (Cuyahoga Falls and Stow)</i>			
	\$0	\$293,224	\$293,224	\$0
	\$2,926,200	\$926,200	\$2,000,000	\$494,307

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

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.

Tyler's GIS Implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

When Custom Interface is included, Custom Interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal.

Unless a Workstation License is included, New World CAD includes 18 licenses.

Unless a Workstation License is included, New World Law Enforcement Records includes 54 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

Unless a Workstation License is included, New World Fire Records includes 27 licenses.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

New World CrewForce client software supports Apple iPhone 6S, iPad Air 2 or newer, iPad Mini 4 or newer and iPad Pro, and iOS 10.2.1 or latest version.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

RapidIdentity is licensed on an annual subscription basis and must be renewed upon term expiration; perpetual licensing is not available.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver.7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher). Virtual Message Switch solution currently not available to customers in AZ, NJ and San Diego Co., CA due to specific County/State requirements.

Includes NJPA discount for Licensed Software

ScenePD Site License includes: v6.4 Enterprise Site License (674 Swom)

A Workstation License for up to 1,000 users is included for the NWPS CAD, Law Enforcement Records and Fire Records Licensed Standard Software. A Mobile site license for up to 2,000 users is included; does not include any third-party software or hardware. Additional services may be required for modules not included in this investment Summary. The Workstation License includes the following agencies as authorized users:

- Summit County Sheriff's Office, OH
- Stow Police Department, OH
- Stow Fire Department, OH
- Cuyahoga Falls Police Department, OH
- Cuyahoga Falls Fire Department, OH
- Boston Heights Police Department, OH

- Munroe Falls Police Department, OH
- Munroe Falls Fire Department, OH
- Silverlake Police Department, OH
- Akron Police Department, OH
- Akron Fire Department, OH
- Tallmadge Police Department, OH
- Tallmadge Fire Department, OH
- Mogadore Police Department, OH
- Mogadore Fire Department, OH
- Fairlawn Police Department, OH
- Fairlawn Fire Department, OH
- Green Fire Department, OH
- University of Akron Police Department, OH
- Springfield Fire Department, OH
- Springfield Police Department, OH
- Coventry Fire Department, OH
- Lakemore Fire Department, OH
- Lakemore Police Department, OH
- Randolph Twp Fire Department, OH
- Akron Children's Hospital, OH

Exhibit A-1

Cuyahoga Falls Police Department Software to be replaced with above software

Computer Aided Dispatch

Combined LE/Fire/EMS CAD Multi-Jurisdiction

Law Enforcement Records Software

Alarms Tracking and Billing

Bookings

Case Management

Index Cards

LE Records Federal & State Compliance

LE Records Multi-Jurisdiction Base

Property Room Bar Coding

Public Safety Interface Software

AS/400 State/NCIC Interface

E-911 Interface

Fire Records Interface

Livescan Interface

On-line CAD Interface to State/NCIC

Photo Imaging Software

Capture/View Stations

Public Safety Line Ups/Mug Shots

Data Management and Retrieval Tools

Microsoft Word Interface

Mobile Software on the RS6000

Base Message Switch to NCIC

Mobile Client Laptop Software

LE CAD Via Switch

LE State/NCIC via Switch

Ohio Motor Vehicle Photo Download

Mobile Software on the 400 Server

MDT/MCT Base LE CAD Interface

Aegis Link Software

JL Additional New World Search Engine/ORI



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% on the Effective Date.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rates shown in the Investment Summary, will be invoiced 50% on the first anniversary of the Effective Date and 50% eighteen (18) months from the Effective Date. Subsequent maintenance and support fees, will be billed at our then-current rates annually in advance of each anniversary of the Effective Date; provided, however, that your fees will not increase by more than 3% per year, over the prior year, for the first five (5) maintenance renewal terms following the Effective Date.

1.3 The Cuyahoga Falls Police Department Software set forth in Exhibit A-1 is being replaced by certain components of Tyler Software contained in Exhibit A. As such, Tyler shall have no further obligation to support the Cuyahoga Falls Police Department Software and Client shall have no further obligation to pay the associated maintenance and support fees for the Cuyahoga Falls Police Department Software upon the date Client begins making payments for the maintenance and support fees relating to the Tyler Software added under Exhibit A.

1.4 *Subscription Fees:* Your initial subscription fees are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

2. Professional Services.

2.1 *Implementation, Conversions, Custom Software Interfaces, Travel Expenses and Other Professional Services (including training):* Service fees, as described in Exhibit A, will be billed and invoiced according to the following milestones:

Milestone Summary Description	Invoice Amount
Project Management <i>Invoiced in monthly installments of \$12,789.33 over 15-month project duration.</i>	\$ 191,840
Travel and Living Expenses - billed as incurred	\$ 136,000
Complete and Approve the Project Plan	\$ 27,243
Base System Install (including CAD, RMS, Fire RMS, Mobile, Message Switch and GIS)	\$ 27,243
Conduct Geo-File Setup and Training	\$ 27,243
Conduct Build-Out Training Sessions	\$ 27,243
Implement Custom Interfaces (Delivery of Requirements Documents)	\$ 19,200
Implement Custom Interfaces (Installation and Acceptance)	\$ 19,200
Data Conversion - Upon Acceptance of the Conversion Analysis Document	\$ 96,750
Data Conversion - Upon Initial Delivery of the Converted Data	\$ 50,000
Data Conversion - Upon Conversion Design Document Signoff	\$ 50,000
Brazos eCitation Implementation and Services	\$ 43,200
Conduct End User Training	\$ 22,603
Conduct Final Project Acceptance as defined in Section G(4)	\$ 300,000
TOTAL SERVICES:	\$ 1,037,765

3. Other Services and Fees.

Brazos Hosting Fees: Brazos hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

- 4.1 **Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 **Third Party Software Maintenance:** The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 **Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary include travel expenses. The Investment Summary contains an estimate of travel expenses for this project; provided, however, we will bill such expenses as they are incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. The travel expenses will be limited to the charges contained

in the Investment Summary and any amounts over and above this amount will require prior written authorization from Client. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per Diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip

are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours: a) currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone); b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. **Hardware and Other Systems.** If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.



Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

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

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

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

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



**Exhibit D
Schedule 1
Professional Services**

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - o a project review (kickoff) meeting at your location
 - o progress status meeting(s) during implementation via telephone conference or at your location; and
 - o a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler

Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your.NET server(s).

- a) **Hardware Quality Assurance Services (Disaster Recovery 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
 - Configure Disaster Recovery (VMware SRM)
 - 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
 - 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. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) **Message Switch Operating System Assurance Services:**
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System
 - Build system user-ids and applicable authorizations
 - Migrate all Message Switch data from the old server to the new server (if applicable)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase

6. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



**Exhibit D
Schedule 2
Data File Conversion Assistance**

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted for Summit County, Stow, Cuyahoga Falls, Fairlawn and Akron. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. Each community's data conversion effort includes data coming from one unique database or source, not multiple sources; unless identified within the investment summary description.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:

- a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. Visual Fox Pro database or similar format (.dbf files),
 - f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
 - g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source from each agency (Summit County, Stow and Akron) for each of the files described in the Investment Summary will be provided.

Cuyahoga Falls will include a data conversion from New World 400 as listed below.

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

CAD

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD – House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAAC	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History
Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVV	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address		

RMS

(See above for incidents)

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assulated file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVV	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSCHG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)
Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		



Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects



**Exhibit D
Schedule 3**

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) **Custom Software/Interface(s)**

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) **OH eCrash Interface (one-way)**

Tyler Technologies will provide an interface that will import accident data from OH eCrash to New World Public Safety Accident module.

(2) **Matrix Court Case Export**

Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.

(3) **AXON On Body Camera Interface (one-way)**

Tyler Technologies will provide an interface that will export call for service data, including officer data, from New World Enterprise CAD to Taser Axon.

2. Methodology to Provide Enhancements and/or Custom Software

a) **Our Responsibility**

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.



- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and the Interface Control Documents (ICDs) listed in the following pages.

Interface	Matrix Court Case Export
<i>Direction</i>	Export
<i>Third Party</i>	Matrix
<i>Record Type</i>	Global Subject; Global Vehicle; Case

Detailed Description

Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.

The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.

Interface	OH eCrash Import
<i>Direction</i>	Import
<i>Third Party</i>	OH eCrash
<i>Record Type</i>	Global Subject; Global Vehicle; Accident

Detailed Description

Tyler Technologies will provide an interface that will import accident data from OH eCrash to New World Public Safety Accident module.

The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the accident record.

The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other



agreed upon protocol.

The interface will be limited to common accident fields in the New World accident module. State specific fields will not be imported. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.

Interface	Taser AXON Call Export
<i>Direction</i>	Export
<i>Third Party</i>	Taser Axon Body Worn Camera
<i>Record Type</i>	Call for Service

Detailed Description

Tyler Technologies will provide an interface that will export call for service data, including officer data, from New World Enterprise CAD to Taser Axon.

The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in New World Enterprise CAD. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.



Exhibit E

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit E Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime,



any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit F
Third Party End User License Agreement

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**END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS**



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

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- 4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
- 5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.



6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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