



MAINTENANCE AND SUPPORT SERVICES AGREEMENT

This Maintenance and Support Services Agreement ("*Agreement*") is entered into by and between Tyler Technologies, Inc., a Delaware corporation with its principal place of business located at 5101 Tennyson Parkway, Plano, Texas 75024 ("*Tyler*") and the City of Corpus Christi, Texas whose address is P.O. Box 9277, Corpus Christi, Texas 78469 (the "*Client*") and shall be effective as of **February 1, 2019** (the "*Effective Date*").

RECITALS AND INTENT

WHEREAS, Client has acquired licenses from Tyler to its proprietary software under that certain Agreement ("*Tyler Software*") by and between Tyler and the Client dated December 17, 2013 (the "*Software License Agreement*"); and,

WHEREAS, Client desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Tyler Software as further detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

AGREEMENT

SECTION A – CERTAIN DEFINITIONS

1. "*Agreement*" means this Maintenance and Support Services Agreement.
2. "*Client*" means the City of Corpus Christi, Texas.
3. "*Defect*" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal 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.
4. "*Developer*" means a third party who owns the intellectual property rights to Third Party Software.
5. "*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.
6. "*Effective Date*" means February 1, 2019.
7. "*Investment Summary*" means the agreed-upon cost proposal for the software receiving maintenance and support services and shown in the attached as Exhibit A.
8. "*Support Call Process*" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached hereto as Exhibit B.

9. “*Software License Agreement*” means that certain Agreement by and between Tyler and the Client dated December 17, 2013 and attached hereto as Exhibit C.
10. “*Third Party Terms*” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
11. “*Third Party Hardware*” means the third-party hardware, if any, identified in the Investment Summary.
12. “*Third Party Products*” means the Third Party Software and Third Party Hardware.
13. “*Third Party Services*” means the third-party services, if any, identified in the Investment Summary.
14. “*Third Party Software*” means the third-party software, if any, identified in the Investment Summary.
15. “*Tyler*” means Tyler Technologies, Inc., a Delaware corporation.
16. “*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 the Software License Agreement.
17. “*we*”, “*us*”, “*our*” and similar terms mean Tyler.
18. “*you*” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE AGREEMENT

1. **Adoption and Ratification of Prior Terms.**
 - 1.1 Tyler and Client hereby ratify, restate, assume, adopt, and agree to perform and be bound by the covenants, terms, and conditions of the Software License Agreement, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
 - 1.2 For the avoidance of doubt, the terms and conditions contained in this Agreement shall supersede and control over any conflicting terms set forth in the Software License Agreement.
 - 1.3 Client agrees to pay all fees arising under the Software License Agreement and this Agreement in accordance with the payment terms therein and herein, as applicable.
2. **Ownership of Tyler Software.** 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.*

SECTION C – MAINTENANCE AND SUPPORT

1. **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:
 - 1.1 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;

- 1.2 provide telephone support during our established support hours;
 - 1.3 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;
 - 1.4 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
 - 1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release lifecycle policy.
2. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. 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 reasonably required for us 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.
 3. **Hardware and Other Systems.** If you are a self-hosted customer and, 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.
 4. **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, unless you are a hosted customer; (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.

5. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Agreement as Exhibit B.
6. **Discontinuation of Maintenance and Support.** If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the after the initial term of this Agreement, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will: receive the lowest priority under our Support Call Process; (i) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches; (ii) 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; (iii) be charged for a minimum of two (2) hours of support services for every support call; and, (iv) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION D – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Maintenance and Support Fees.**

1.1 Year 1 maintenance and support fees are shown in the Investment Summary and shall be invoiced on February 1, 2019 and payable in accordance with the terms of the Software License Agreement and this Agreement. Maintenance and support fees for Year 2 through Year 5 shall be invoiced annually in advance and due on every anniversary of October 1st.

1.2 To the extent applicable, if the Client has already paid a portion of the maintenance and support fees for the Tyler Software shown in the Investment Summary, then the Client shall pay a prorated portion of maintenance and support fees for such Tyler Software up to October 1st of the applicable calendar year during the initial term of this Agreement. Thereafter, the Clients maintenance and support term for such Tyler software shall align with the dates shown in Section E(1) "Term".

1.3 [INTENTIONALLY OMITTED].

2. **Failure to Pay.** We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) 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. **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 E – TERM AND TERMINATION

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the October 1, 2018 and remains in effect for five (5) year, as detailed in the table immediately below.

Initial Term Year	Duration
Year 1	October 1, 2018 through September 30, 2019
Year 2	October 1, 2019 through September 30, 2020
Year 3	October 1, 2020 through September 30, 2021
Year 4	October 1, 2021 through September 30, 2022
Year 5	October 1, 2022 through September 30, 2023

2. **Termination for Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in the Software License Agreement. 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 thirty (30) days of the commencement of dispute resolution proceedings as contemplated in the Software License Agreement. 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.

SECTION F – DISCLAIMER; LIMITATION OF LIABILITY

1. **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.
2. **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 THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION F(2) "LIMITATION OF LIABILITY" AND SECTION F(3) "EXCLUSION OF CERTAIN DAMAGES" AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.
3. **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.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, 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.
2. **Entire Agreement; Amendment.** 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. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
3. **Severability.** If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.
4. **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.
5. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original instrument. 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.
6. **Contract Documents.** This Agreement includes the following exhibits:
 - Exhibit A: Investment Summary
 - Exhibit B: Support Call Process
 - Exhibit C: Software License Agreement

[Signature page to follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and delivered this Agreement as of October 1, 2018.

TYLER TECHNOLOGIES, INC.:

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Address for

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

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

THE CITY OF CORPUS CHRISTI, TEXAS:

By: _____

Name: _____

Title: _____

Address for

Notices: The City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469

Attention: _____



EXHIBIT A
Investment Summary

The following Investment Summary details the software that will receive maintenance and support services 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.

[Remainder of page is intentionally left blank; document follows immediately behind]



Prepared for:
Gilbert Hernandez
City of Corpus Christi
Municipal Courts Services Asst. Director

(361) 826-3331
GilbertH@cctexas.com

Quoted By: **Shane Cleaveland**
Quote Date: **11/09/18**
Expiration Date: **03/09/19**

Tyler Related Products and Services

Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Court Case Management Suite					
Criminal Court Case Management	\$123,353	\$127,054	\$130,865	\$134,791	\$138,835
Incode Court Online Component	\$1,200	\$1,200	\$1,200	\$1,236	\$1,236
Incode Content/Document Management Suite	\$7,381	\$7,602	\$7,830	\$8,065	\$8,307
System Software	\$3,366	\$3,467	\$3,571	\$3,678	\$3,788
Courts & Justice - Custom Programming - Court Room Screen Interface	\$1,654	\$1,703	\$1,754	\$1,807	\$1,861
Courts & Justice - Custom Programming - Attorney Filing Portal	\$3,750	\$3,750	\$3,750	\$3,863	\$3,863
Courts & Justice - Custom Programming - CMV Identification Scan	\$2,500	\$2,500	\$2,500	\$2,575	\$2,575
Courts & Justice - Custom Programming - Case Participant Self Checkin	\$1,500	\$1,500	\$1,500	\$1,545	\$1,545
Courts & Justice - Custom Programming - Officer Scheduling	\$2,756	\$2,839	\$2,924	\$3,012	\$3,102
Epson Thermal Receipt Printer Maintenance	\$2,702	\$2,783	\$2,866	\$2,952	\$3,041
Media Plus Cash Drawer Maintenance	\$532	\$548	\$565	\$582	\$599
Tyler U	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
Basic Network Support Service	\$729	\$751	\$774	\$797	\$821
Topaz Signature Pad	\$540	\$557	\$573	\$590	\$608
Topaz Signature Pad	\$490	\$505	\$520	\$535	\$551
TXDOT Vehicle Owner Interface	\$3,000	\$3,090	\$3,183	\$3,278	\$3,377
Subtotal Annual Maintenance	\$160,453	\$164,998	\$169,680	\$174,770	\$179,737



EXHIBIT B **Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

Several additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



EXHIBITC
Software License Agreement

[Remainder of page is intentionally left blank; document follows immediately behind]

AGREEMENT

Contract ID# 2013-0278

This agreement ("Agreement") is made this 17th day of December 2013, which is the date of final approval by the Corpus Christi City Council, ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Corpus Christi, whose address is PO Box 9277, Corpus Christi, Texas 78469 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install and implement the products set forth in the investment summary attached hereto as Exhibit I ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT**I. License Grant.**

- a) Upon the Effective Date, Tyler hereby grants to Client a perpetual, non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit I ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler only if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a

Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.

a) **Tyler's Obligations.** Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) **Client's Obligations.** Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) **Exceptions to Tyler's Obligations.** Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) **Remedy.**

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 3. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.

2. **Cancellation of Services.** In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. **Additional Services.**

a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Services for Client's Municipal Court.

a) Tyler has prepared a Statement of Work for Tyler's services to be provided for Client's Municipal Court. The Statement of Work is attached and incorporated into this Agreement as exhibit 2

b) Tyler agrees to complete the work outlined in the Statement of Work within ten (10) months of Effective Date, unless a later date is agreed to by the Client's Director of Municipal Information Systems and Director of Municipal Court, provided that Client meets its obligations under this Agreement, the attached Statement of Work, and project plans as mutually agreed to by the parties. Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

2. Support Terms for Clients Not Participating in Annual Maintenance Agreement. The Software License Agreement includes ninety (90) days free maintenance. If Client elects not to participate in the Annual Software Maintenance Agreement, Client shall receive support on a Time and Materials basis following ninety (90) days after the Tyler Software is verified in accordance with the following terms.

a) Such Clients:

- i) will receive the lowest priority for Software Support.
- ii) will be required to purchase new releases of the Software. New releases will include fixes, enhancements, and updates, such as Tax Tables, W/2 reporting formats, 1099 changes, etc.
- iii) will be charged \$175 per hour with a two-hour minimum for all software support calls.
- iv) will not be granted access to Tyler's software support web-site.
- v) are subject to higher rates for training and continuing education performed by Tyler employees. This is due to the fact that the Client may not be utilizing the most current version of our software.

b) Tyler will not guarantee a program fix to a documented bug for software versions that are not the currently released version.

c) If a Client decides to discontinue the Software Maintenance Agreement and later chooses to reinstate the Software Maintenance Agreement, the Client will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the Client discontinued the Software Maintenance Agreement.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

I. Agreement to License or Sell Third Party Products.

a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").

c) Third Party Software Maintenance.

- i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.
- ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.
- iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

I. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler

on the Effective Date, in accordance with Section E(21). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification and Insurance.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) To the extent permitted under applicable law, Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
- c) Tyler shall obtain and maintain insurance as required in Exhibit 4.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH

ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Neither party may assign its rights and responsibilities under this Agreement without prior

written permission of the other party, not to be unreasonably withheld, Except that Tyler may, without prior written consent of Client, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. 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. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take 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 for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Texas Public Information Act (Texas Government Code Chapter 552) requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.

- a) Tyler shall invoice Client \$134,833.75 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- b) Tyler shall invoice Client \$323,601.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- c) Tyler shall invoice Client the Hardware fees of \$16,000.00 and the year I Hardware maintenance fees of \$2,430.00 upon delivery of such Hardware.
- d) Tyler shall invoice Client \$80,900.25 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- e) Tyler shall invoice Client \$800.00 for the Hosted Applications set-up fee and \$1200.00 for the year one Hosted Applications annual fee upon availability of such services. The Hosted Applications are provided subject to the terms of the Company Web Services - Internet Based Products Subscription Agreement Terms and Conditions attached hereto as Exhibit 5.
- f) Tyler shall invoice Client fees for services, plus expenses, if and as provided/incurred.
- g) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- h) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- i) Payment is due within thirty (30) days of the invoice date.
- j) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees will be due on the anniversary of such

date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.

a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- i) Actually received,
- ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- iii) Upon receipt by sender of proof of email delivery, or
- iv) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

City of Corpus Christi
PO Box 9277
Corpus Christi, Texas 78469
Michael Armstrong - CIO

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Albert Mendoza – Contract Specialist

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

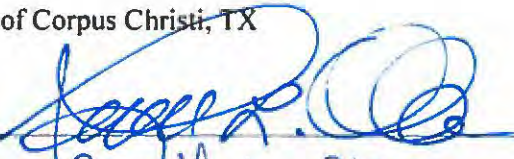
23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

Signature Page Follows


EXHIBIT C

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.


City of Corpus Christi, TX

By: 
Name: Ronald L. Olson
Title: City Manager
Date: 12/18/13

Tyler Technologies, Inc.

By: 
Name: S. Brett Cate
Title: President, LGO
Date: 12-4-13

ATTEST: 
ARMANDO CHAPA
CITY SECRETARY

Ord. 030043 AUTHORIZED
BY COUNCIL 12/17/13

SECRETARY

Investment Summary

Michael Armstrong
City of Corpus Christi, TX



Prepared for:	City of Corpus Christi, TX	Contract ID #:	2013-0278
Contact Person:	Michael Armstrong	Issue Date:	11/15/13
Address:	PO Box 9277 Corpus Christi, TX 78469	Salesman:	L. Midkiff
Phone:	(361) 826-3740		
Fax:	(361) 826-4416		
Email:	michaelar@ccctxas.com	Tax Exempt:	Yes / No

Product, Service & Equipment	Milestone # 1	Milestone # 2	Milestone # 3	As Progress Occurs	Totals	Maintenance
Total Hardware & System Software		18,000.00			18,000.00	2,430.00
Total Applications Software	134,833.75	323,601.00				110,324.00
License Fees - INCODE Court Case Management Suite			70,497.75		469,985.00	
License Fees - INCODE Document Management Suite			4,140.00		27,800.00	
License Fees - Custom			6,282.50		41,750.00	11,750.00
Total Professional Services						
Hardware Services				750.00	750.00	
On-Site Services				88,000.00	88,000.00	
Final Implementation				15,000.00	15,000.00	
Project Management			35,000.00		35,000.00	
Data Conversion & Assistance			30,000.00		39,000.00	
Network Services				0.000.00		800.00
Tyler Online Training Center						8,000.00
Totals	134,833.75	323,601.00	145,900.25	112,750.00	733,085.00	130,104.00

Please Note: Travel expenses will be billed as incurred. NJPA # 113011-TT

Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.

	Initial Fees	Monthly Fees**
Total Monthly Services		
Internet Services and Products	\$100	100
**Please note this is not an Annual agreement, the fees listed herein are monthly fees.		
Totals	500	100

Software Licenses

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Application Software	QTY	License Fee	Annual Fee
Incode Court Case Management Suite	1	457,400	101,483
Criminal Court Case Management			
Tyler Jury Module			
Centralized Cash Collections			
Incode Auto Scheduling			
(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)			
Online Search			
Officer Email Notification			
Citation Issuing Device Interface			
Court Incode Web Services			
DMV/Scofflaw Program Interface			
Court/Police (non-Incode) Interface			
(Import or Export of Citations/Warrants/Dispositions)			
General Ledger (non-Incode) Interface			
GIS/Street Index Extract			
Jury Data Import			
Collection Agency Export Interface			
Custom Alerts (10)			
Incode Content/Document Management Suite	1	27,600	6,072
Incode Printing and Reporting Solutions			
Secure Signatures (includes 10 signatures)			
Report Writer	1		
Database ERD (Entity Resource Diagram)			
Output Director			
Output Director			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)			
Laserfiche Output Channel			
Content Management			
Laserfiche Court Suite Interface			
System Software & Network Services		12,585	2,769
System Software			
System Software			
Incode Application Subtotal		485,000	107,555
System Software Subtotal		12,585	2,769
Application and System Software Total		497,585	110,324

Software Licenses

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Custom Programming	QTY	Base License Fee	Annual Maintenance
Custom Interface/Custom Programming			
Court Room Screen Interface to display courtroom schedules (Screen not provided)	1	6,000	1,500
Ability to use Federal Information Processing Standards (FIPS) for geographic location of offense (we need to discuss this further to accurately quote)		TBD	
Attorney Filing Portal		15,000	3,750
System should scan the vehicle description for words that identify a Commercial Motor Vehicle (CMV) (e.g., Peterbilt) to make sure the CMV box is marked to identify the citation as a CMV violation. If the vehicle is a CMV and the CMV box is not marked then prompt the user to verify the accuracy of the CMV box		2,500	2,500
Allow case participants to check themselves in at a kiosk with identification validation		6,000	1,500
Provide the ability to access case information via a courthouse kiosk		Included above	
Officer Scheduling (Interface to other agencies for scheduling)		10,000	2,500
Infosol Data Extract from Third Party Party (Bob Greer) -travel included		2,250	
Custom Interface/Programming Subtotal		41,750	11,750
Custom Interface/Programming Total		41,750	11,750

Professional Services

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Court Case Management Suite	640	80,000
Content Management Suite	64	8,000
Conversion Services		
Court Case Management Suite	72	39,000
INCODE Professional Services		
Project Management		35,000
Final Implementation Services	120	15,000
Professional Services Total	896	177,000

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
Incode Court Case Management Suite			
Criminal Court Case Management	1	520	65,000
Tyler Jury Module	1	80	10,000
Centralized Cash Collections	1	40	5,000
Incode Scheduling	1		N/A
<i>(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)</i>			
Online Search	1		N/A
Officer Email Notification	1		N/A
Citation Issuing Device Interface	1		N/A
Court INCODE Web Services	1		N/A
DMV/Scofflaw Program Interface	1		N/A
Court/Police (non-INCODE) Interface	1		N/A
<i>(Import or Export of Citations/Warrants/Dispositions)</i>			
General Ledger (non-INCODE) Interface	1		N/A
GIS/Street Index Extract	1		N/A
Jury Data Import	1		N/A
Collection Agency Export Interface	1		N/A
Custom Alerts	6		N/A
Court Case Management Suite Subtotal		640	80,000
Incode Content Management Suite			
Incode Printing and Reporting Solutions			
Secure Signatures <i>(includes 2 signatures)</i>	1		N/A
Report Writer	1		N/A
Database ERD (Entity Resource Diagram)	1		N/A
Output Director			
Output Director	1	16	2,000
<i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>			
Laserfiche Output Channel	1		N/A
Content Management			
Laserfiche Court Suite Interface	1	48	6,000
Content Management Suite Subtotal		64	8,000
Professional Services			
Professional Services			
Project Management			35,000
Final Implementation		120	15,000
Professional Services Subtotal		120	50,000

Professional Services

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Conversion Services	Conversion Programming Fee	Estimated Hours	Estimated Services	Conversion Services
Court Applications				
Criminal Court Case Management				
Citation/Case Information	30,000	72.0	9,000	39,000
Violation (offense) Information	Included			
Fee/Fine/Cost Assessments	Included			
Fee/Fine/Cost Payments	Included			
Fee/Fine/Cost Non-Cash Credit	Included			
Bond Information	Included			
Warrant Information	Included			
Officers	Included			
Witnesses	Included			
Defendants	Included			
Offense Code Master	Included			
Vehicles	Included			
Attorneys	Included			
Citation History	Included			
Receipts	Included			
Conversion Services Subtotal	30,000	72	9,000	39,000
Conversion Services Total	30,000	72	9,000	39,000

Cash Collection Hardware

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	10	9,000	2,030	INCODE - 12 mos warranty
***ALL MEDIA PLUS CASH DRAWERS ARE: 5" high, 16" deep, 17" wide				
Media Plus Automated Cash Drawer -Black NEW (INCODE)	10	2,000	400	INCODE - 12 mos warranty
Mag Stripe Reader - V9.0	10	850		
EyeBall Cameras-Logitech	10	650		
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	10	3,500		
<hr/>				
Hardware & System Software Subtotal		16,000	2,430	
Installation & Configuration of System		750		
<hr/>				
Hardware and System Software Total		16,750	2,430	

Hosted Applications

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
INCODE Court Online Component				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
- Payment packet is created to be imported to Court System				
<i>NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line</i>				
Hosted Applications Total			2,000	1,200

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Estimated Monthly Fee	\$	2,083.33
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ROI

Annual Cases	25,000	
Estimated Citation Amount Less State Fees (\$180 - \$95)	\$ 85 00	
Annual INCODE Notification for Court Fee	25,000	
Breakeven Point		
Additional Cases Closed Annually	294	1.18%
<i>(Annual Fee/Est. Ticket Amount Less State Fees)</i>		

Tyler OnDemand - Tyler Online Training Center

Michael Armstrong
City of Corpus Christi, TX
November 15, 2013



Service	Annual Fee
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Tyler OnDemand - Tyler Online Training Center	
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Tyler Online Training Center	5,000
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- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications

- o Court

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Tyler Online Training Center Total	5,000
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Statement of Work

System Implementation

City of Corpus Christi ("City") for its Municipal Court Court Case Management

Revision History

Document Created

Document Modified

Author

Donna Martindale

Donna Martindale

Date

11/06/2013

11/22/2013

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Section 1. Project Overview.....	3
1.1 Project Description.....	3
1.2 Project Deliverables	4
Section 2. Project Scope	10
2.1 Infrastructure	10
2.2 Tyler Software	11
2.3 Professional services	18
2.4 Custom Programming	19
2.5 Data Conversion Services	21
2.6 Additional Services.....	24
Section 3. Project Timeline	26
3.1 Project Phases	26
3.2 Project Lifecycle	26
3.3 Project Schedule.....	29
Section 4. Project Team	30
4.1 Project Organization	30
4.2 Tyler Roles and Responsibilities	30
4.3 City Roles and Responsibilities	32
4.4 Responsibility Matrix.....	34
4.5 Project Contact List	37
Section 5. Project Management	38
5.1 Schedule Control – Status Reporting	38
5.2 Quality Control – Issue Management.....	38
5.3 Cost Control – Budget Management.....	38
5.4 Scope Control – Change Management.....	38
5.5 Risk Control – Risk Management	39
Section 6. References	40
6.1 Tyler Policies and Standards.....	40

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Section 1. Project Overview**1.1 Project Description**

This Statement of Work and Price List ("SOW") document describes the project to be undertaken by Tyler Technologies (Tyler) on behalf of City of Corpus Christi ("City") for its Municipal Court in accordance with Contract Number 2013-0278 (the "Agreement") to which it is attached as Exhibit 2.

The objective of the project is to replace current business systems and processes with Tyler's Municipal Court Case Management software (the "System") in order to help the City realize industry best practices, better manage information resources, and build the foundation for e-government initiatives.

The project will take ten (10) months or less to implement from the date of the contract signing. Tyler has facilitated similar projects under similar timeframes, and represents that the System can be implemented in this timeframe. The City desires to approach the project tasks within timeframes that are reasonable for completing work in a thorough and accurate fashion, however Tyler has been made aware of the critical urgency to the City of the timely installation of a correctly functioning System. The project schedule dates are based on conservative estimates of task duration, and these dates will be confirmed or revised, by the Director for the City if necessary, as the project progresses.

Statement of Work - City of Corpus Christi ("City") for its Municipal Court

1.2 Project Deliverables

	QT	License Fees	Annual Fees	Hours	Service
Software					
Criminal Court Case Management	1	457,400	114,350		
- Centralized Cash Collections					
-Tyler Jury Module					
- Custom Alerts (10 alerts included)					
- Incode Auto Scheduling (includes warrant, auto citation & citation import scheduling)					
- Online Search					
- Officer Email Notification					
- Secure Signatures (10 signatures included)					
- Data Dictionary / ERD					
- Tyler On-Line Training Center			5,000		
- Tyler Community					
Tyler Output Director	1	27,600	6,900		
System Software	1	12,585	3,146		

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

	License Fees	Annual Fees	Hours	Service	Total
Interfaces					
Citation Issuing Device Interface	Included				
General Ledger (non-incode) Interface	Included				
Court to Police (non-Incode) Interface	Included				
DMV/Scofflaw Program Interface	Included				
Collection Agency Export Interface	Included				
GIS/Street Index Extract	Included				
Jury Data Import	Included				
	Included				
Total Software	497,585	129,396			

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

	License Fees	Annual Fees	Service
Custom Programming			
Court Room Screen Interface to display schedules(screen not provided)		1,500	6,000
Ability to use Federal Information Processing Standards (FIPS) for geographic location of offense (Client and Tyler will further discuss the Client's needs and specifications under this requirement to determine scope and cost of work to be provided. Pending finalization, this quote cannot be accurately determined.)			TBD
Attorney Filing Portal		3,750	15,000
System should scan the vehicle description for words that identify a Commercial Motor Vehicle (CMV) e.g. Peterbilt to make sure the CMV box is marked to identify the citation as a CMV violation. If the vehicle is a CMV and the CMV box is not marked, prompt the user to verify the accuracy of the CMV box.		2,500	2,500
Allow case participants to check themselves in at a kiosk with identification validation		1,500	6,000
Provide the ability to access case information via a courthouse kiosk		Included	Included
Officer Scheduling (interface to other agencies for scheduling)		2,500	10,000
Inforsol Data Extract from Third Party (Bob Greer) – Travel Included			2,250
Total Custom Programming (known at this time)			41,750

Statement of Work - City of Corpus Christi ("City") for its Municipal Court

Page 7 of 41
38/84

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

	License Fees	Annual Fees	Hours	Service	Total
Professional Services					
Criminal Court Case Management			640	80,000	
Tyler Output Director with Laser Fiche Interface			64	8,000	
Final Implementation Services			120	15,000	
Tyler Project Management				35,000	
Estimated Travel Expenses				43,959	
Court Case Management Conversion Programming Fees				30,000	
Court Case Management Conversion Services			72	9,000	
Total Professional Services					
			896	220,959	

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

		Purchase Price	Annual Fees
<i>Cash Collection Equipment</i>			
Epson TM-H6000IV Thermal Receipt Printer - Black, USB	10	9,000	2,030
Media Plus Automated Cash Drawer -Black	10	2,000	400
Mag Stripe Reader - V9.0	10	850	
Topaz Signature Pad T-L462 - USB- On-Premise	10	3,500	
Logitech Eyeball Cameras	10	650	
Installation and Configuration		750	
Total Hardware		16,750	2,430

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Section 2. Project Scope

The purpose of this section of the SOW document is to further define and describe the products and services that Tyler will provide. In order to conduct a successful implementation project, it is essential that the parties involved are all aware of the activities that will take place and the assumptions that the parties are operating under in order to deliver the expected business value.

Each of the products and services listed in the Project Deliverables is represented below with a description and a list of activities and assumptions. In the Project Deliverables section many of the products and services are associated with an estimated number of implementation service hours. These hours are estimates of the implementation time required for Tyler to perform the activities listed that Tyler is responsible for. The accuracy of these estimates is dependent on the City performing according to their responsibilities and also upon the validity of the assumptions put forth. If these responsibilities or assumptions shift, the time required to deliver the products and services will likely be affected. Any changes to the project that increase the Purchase Price set forth in the Agreement will require an amendment to the Agreement, as described in the section 5.4 below.

2.1 Infrastructure

Tyler software solutions are designed to perform on hardware and network configurations of reasonable speed and strength. In order to ensure that the processing environment is suitable for running Tyler applications, Tyler Network Services staff conducts a Hardware Verification before the software is installed on the City's systems. This verification process consists of an interview with the designated contacts for the City, collection of relevant configuration documentation, and occasionally the execution of one or more monitoring programs that will inspect and catalog the configuration of the City's servers, workstations, and network.

2.1.1 Server Hardware

The purchase and configuration of server hardware **IS NOT** included in the scope of the Agreement. The City will purchase and/or provide server hardware, operating system, and database software for the Tyler solution and these systems will meet or exceed the system requirements documented by Tyler.

2.1.2 Network Hardware

The purchase and configuration of network hardware **IS NOT** included in the scope of the Agreement. The City will purchase and/or provide network hardware, operating system, and management software for the Tyler solution and these systems will meet or exceed the system requirements documented by Tyler.

2.1.3 Workstation Hardware

The purchase and configuration of workstation hardware **IS NOT** included in the scope of the Agreement. The City will purchase and/or provide workstation hardware, operating system, and productivity software (such as Microsoft Office) for the Tyler solution and these systems will meet or exceed the system requirements documented by Tyler.

2.1.4 Document Imaging Scanner Hardware

The purchase and delivery of specific document imaging scanner hardware **IS NOT** included in the scope of the Agreement.

2.1.5 Cash Collection Hardware

The purchase and delivery of specific cash collection hardware **IS** included in the scope of the Agreement.

Activities and assumptions:

- Tyler will order the hardware and have it delivered by the supplier directly to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- City will be first line of support for the hardware.

2.1.5.1 Epson TM-H6000 Thermal Receipt Printers

Thermal receipt printers are used in conjunction with Cash Collections to print receipts for payments taken and endorse checks received in the Incode system.

Activities and assumptions:

- Tyler will provide an initial supply of receipt paper. City is responsible for procuring additional receipt paper, as needed.
- Receipt printers must be connected directly to an Incode workstation via USB cable. Receipt printers can be connected directly to a network and shared with the purchase of an optional Ethernet adapter card (not included).

2.1.5.2 Media Plus Automated Cash Drawers

Automated Cash Drawers are used in conjunction with Cash Collections to manage and secure cash, check, and other currency. The opening of the drawer can be driven by a receipt printer through the connection of an included cable.

2.1.5.3 Magnetic Stripe Readers

Magnetic stripe readers are used in conjunction with Cash Collections to read and process credit card account information. These readers can also be used in conjunction with Court Case Management or Public Safety to read driver's license information in applicable states.

2.1.5.4 Topaz Signature Pads

Signature pads are used in conjunction with the Court Case Management software to capture signatures of defendants and other parties for inclusion in Microsoft Word documents produced by the court.

2.1.5.5 Logitech Court Eyeball Cameras

Eyeball cameras are used in conjunction with the Court Case Management software to capture pictures of defendants to associate with their master name records.

2.2 Tyler Software

Tyler products will be implemented "off the shelf" with the selected customizations or modifications detailed in the Agreement and in this SOW in section 2.4 below. Any additional customizations or modifications identified or requested will be quoted on a time and materials basis and will be the subject of a separate contract amendment in accordance with the contract requirements set forth in 5.4 below.

The software products and license files are made available for download via FTP site within thirty days of Agreement signing. Tyler is responsible for installing the software products on the City's server infrastructure and instructing the City on how to install the workstation components. The City is responsible for installing the components on the workstations.

Activities and assumptions:

- City of Corpus Christi will identify one or more Subject Matter Experts (SME) with knowledge of the key business processes to be performed in each suite of applications to work with Tyler staff on configuration and testing of the application.
- City of Corpus Christi staff will complete project planning survey and application questionnaires and return them to Tyler for review and implementation planning. Tyler may coordinate a conference call with the City to discuss the information provided and resolve any questions or issues.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Tyler will provide access to the Tyler Online Training Center to the City and identify prerequisite courses to prepare the staff for implementation. The City is responsible for having each of the End Users complete the prerequisite courses.
- Tyler will set up the base configuration of the application according to the information provided, with the assistance of the City. The Court staff will be responsible for maintaining these settings on an on-going basis.
- The City is responsible for completing any remaining configuration work. The Court staff will complete this "homework" prior to the Implementation Consultant's return for training and go-live.
- The Court staff is responsible for entering any business data – people, addresses, accounts, transactions, etc. – into the system that is not converted as part of the scope of the Agreement. The implementation service hours estimated on the Agreement do not include time for Tyler personnel to perform manual entry of business data. Court staff is responsible for establishing configuration and business rules.
- Tyler will train the City's key personnel on the key business processes to be performed in the application. The method and amount of training provided will depend on the number of implementation hours estimated in the Agreement.
- Tyler will work with the City to establish a process for ending processing in the legacy system and beginning processing in the Tyler system. Tyler does not support parallel processing – keeping two systems active and duplicating effort in each system after the Tyler system has "gone live".
- Tyler will support the go-live process by answering questions from City End Users, providing follow up training, and resolving issues that may arise.

2.2.1 Court Case Management Suite

Tyler's Court Suite will function as a fully integrated, graphical application that provides bond management, probation tracking, document management, and automated processing. The unique "Control Center" will give users all of the information on citations and defendants on one screen with extensive search and filter options.

2.2.1.1 Criminal Court Case Management

Tyler's Incode Court Case Management tracks all aspects of the court and its officers. It is a fully integrated, graphical application that provides effective case management, document processing, and cash/bond management. Utilizing a variety of user-defined options, it will be configured to fit the City court's individual needs. Users will be able to create master files for persons, officers, and vehicles, thus eliminating duplicate data entry for every case or citation. Existing information will be easily located and attached to a new case. This system will fully comply with all state reporting and conviction reports. This includes electronic reporting.

Activities and assumptions:

- Tyler may consult with the City regarding the development of new business processes. The City is responsible for finalizing and approving the new processes prior to the configuration of the application.
- Base configuration of the application includes the following – security, general ledger accounts, fee codes, speeding tables, offense codes, and the court calendar. This configuration will be performed on-site by the Tyler Implementation Consultant.
- Configuration homework for the City may include the following:
 - Manual entry of data elements not included in the data conversion included in the scope of the work
 - Creation and testing of Microsoft Word templates and complaint bodies
 - Creation and testing of disposition macros and queues.
- Tyler will train the City on the following business processes:
 - Citation entry

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Case disposition
- Court calendar and scheduling
- Warrant processing
- Bond processing (including forfeitures and refunds)
- Cash collections
- Document creation
- Macro and queue creation
- State reporting
- The City is responsible for ensuring the payments due to other entities by the Court have been fully distributed prior to the go-live of the application.

2.2.1.2 Centralized Cash Collections

Cash Collections facilitate detailed tracking of all cash transactions including operator, terminal, and batch information, allowing improved cash drawer balancing and detailed audit trails. This cashiering product accepts multiple payment types and will provide easy-to-use reporting, auditing, and payment entry capabilities.

Activities and assumptions:

- Tyler will set up the base configuration of the Cash Collection system – system file, terminals, departments, operators, and transaction codes – with the assistance of the City staff. City will be responsible for maintaining these settings on an on-going basis.
- Tyler will set transaction codes with the desired General Ledger accounts. The City will verify final listing of General Ledger accounts interfaced with the Cash Collections system prior to the go-live of the application.
- Tyler will train the City on the following business processes:
 - Payment processing
 - End of day close out

2.2.1.3 Court Incode Web Services

Tyler will install an application programming interface (API) that allows for an alternative method of sending/receiving data to/from the Incode application. Using the API, a third-party system may request information about citations from Incode, and, the third-party system may submit or update citation information. The API requires the third party to utilize a Microsoft .NET Dynamic Link Library (DLL) and requires web services to be configured to connect to the Incode application server.

Activities and assumptions:

- Tyler will install and configure the web services and provide technical documentation for utilizing the API.
- The design, development and testing of third-party interfaces using the API is the responsibility of the City and the third-party vendor.
- Prior to being given access to the API, the third party vendor will be required to execute a non-disclosure agreement with Tyler.

2.2.1.4 Custom Alerts – 10 Included

The Custom Alerts framework will activate rules with corresponding notifications (alerts). Once rules are selected, anytime a case is changed, the application will check the activated rules to determine if any apply to the given situation and prompt

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

the user with an alert message related to that situation. There will be flexibility with each alert regarding whether the user is allowed to continue past the alert or if the user is not allowed to continue.

The scope of the work includes the design and development of 10 custom alerts. Tyler will work with the City to identify any alerts that may be required and ensure that the required controls cannot be managed through existing functionality in the system. Each custom alert that is requested will be produced and delivered as a custom development task and governed by the activities and assumptions of the Custom Programming section of this SOW.

2.2.1.5 Incode Scheduling

This program will be used to schedule, manage, and monitor automated jobs in the Incode Court software application. This feature will run Incode processes that may be time-consuming or resource intensive at a time that is convenient to users and ensures that repetitive tasks are accomplished consistently. The console includes an event log that will verify that a process has run and handle any errors or warnings that may have occurred, and it contains a Launch function that will manually run a process at an unscheduled time.

Activities and assumptions:

- Tyler will install the application and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the application. The City is responsible for establishing the required settings and schedules and for testing the application.

2.2.1.6 Online Records Search

Online Records Search (ORS) is a Tyler Technologies product offered through the Local Government Division. This online product works in conjunction with Tyler's Incode Court Case Management applications.

ORS will allow users to view criminal records in City Incode database and, when paired with an InSite subscription, immediately make a payment using the online payments site. The City can customize ORS so that it can be used as a view-only site, an internal site, or a warrants-only site.

Activities and assumptions:

- Tyler will send the City documentation for the ORS components that includes a survey for the City to complete. City will complete the survey, and Tyler will rely upon the survey responses in configuring the ORS components.
- Tyler will install the web service components on the Incode application server.
- Tyler will conduct training sessions for the City's staff to instruct on configuration and use of the online components
- Tyler will assist in troubleshooting issues with the application. The City is responsible for establishing the required settings and for testing the application.

2.2.1.7 Officer Email Notification

Officer Email Notification will automatically send officers an email notification when their attendance is required in court. When a case is set for docket on a calendar session set to notify officers (for instance, a trial docket calendar session), the issuing officer and any officer witnesses will be sent an email automatically by the System informing them of the requirement to appear at a specified date, time and location and the details of the case. If the date, time, or location changes, a subsequent automatic email with updated information will be sent. If the case status is changed to one not associated with a relevant calendar type (i.e. a calendar type set to notify officers), a cancellation notice will be sent automatically.

Activities and assumptions:

- Tyler will install the application and instruct the City on its use.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Tyler will assist in troubleshooting issues with the application. The City is responsible for establishing the required settings and schedules and for testing the application.

2.2.1.8 Secure Signatures (includes 10 signatures)

Tyler's Incode Secure Signatures increases efficiency by attaching secure digital signatures of authorized personnel directly onto documents such as court documents. Signatures are scanned and encrypted by Tyler and placed in the System to be associated with the appropriate forms. The owner and proxy are designated by signature, and security will prevent unauthorized use of signatures.

Note: Tyler's Court Case Management system does have an alternate method for attaching a signature to a document according to the user that is producing it. As such, Tyler recommends using Secure Signatures only for signatures that need a higher level of security – primarily those of the judges that are signing judgments and warrants.

Activities and assumptions:

- Tyler will provide forms to the City to capture written signatures and associated user information.
- The City is responsible for collecting completed forms from the users and returning the forms to Tyler.
- Tyler will scan the signatures, encrypt the resulting files, and place the files on the Incode server.
- Tyler will instruct the City on the configuration and use of Secure Signatures in their documents.

2.2.1.9 Entity Relationship Diagram (ERD)

Tyler will provide an Entity Relationship Diagram for the SQL database structure of the Incode Court Case Management application. The City will use this diagram to better understand the structure of the data needed to build custom queries or reports.

Note: Some proprietary configuration related data may be stored outside of the database structure. Likewise, new fields that are added mid-version will not be represented in the ERD or available in the SQL database until they are incorporated into the database in a major version release.

2.2.1.10 Tyler Jury Module with Jury Data Import

Tyler Jury Management simplifies the jury selection and court management process. Many functions are reduced to a click of a mouse, while others can be handled quickly or even automated through an intuitive and user-friendly interface. From easily searching, creating and managing a list of eligible jurors to entering updates, maintaining exemptions and providing an efficient check-in process, the entire jury selection process is handled by one system.

Activities and assumptions:

- The City will include the following prerequisite materials with the application questionnaire:
 - A copy of forms to be used with the system for summons/questionnaire and seating chart
 - A copy of reports used for jury selection and finance, if applicable.
 - A jury data file to be used in the import
- The City will collect the following prerequisite materials and provide them to the Implementation Consultant upon arrival on-site:
 - A list of exemptions and qualifications for jurors
- Tyler will consult with the City regarding the development of processes for managing jury panels and pools. The City is responsible for finalizing and approving the new process prior to the configuration of the application.
- Base configuration of the application includes the following – panels, pools, exemptions and qualifications. This configuration will be performed on-site by the Implementation Consultant.
- Tyler will train the City on the following business processes:

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Creating and managing panels and pools
- Managing and checking in jurors
- Creating notices
- Printing reports
- The Jury Data Import does not include jury service history.

2.2.1.11 Brazos Citation Issuing Device Interface

This standard interface facilitates the import of citation information from Brazos Technology citation issuing devices into the System. The import of citations is initiated by a user, and the citation information will utilize an existing standard, supported import format that has been established between Tyler and Brazos.

Optionally, citation imports can be configured to run on a regularly scheduled basis in Incode

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required settings and schedules and for testing the interface.
- A separate interface must be licensed for any other third party system that will be providing citation information.

2.2.1.12 Court/Police (non-Incode) Interface

This standard interface facilitates the export of citation, disposition, and warrant information from the System. Each of these exports is initiated by a user, and the resulting files are provided in a standard, supported format.

In addition, the System interface will export warrant information automatically in real time. For dispositions, the System does not provide exports of incremental, periodic, or status changes other than at final case disposition.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface.

2.2.1.13 DMV/Scofflaw Program Interface

This standard System interface facilitates the export of files in the format required for the Texas Department of Transportation (TxDOT) Scofflaw program. These exports are initiated by a user, and the resulting files are provided in a standard, supported format. The City is responsible for transmitting the resulting files.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required settings and for testing the interface.

2.2.1.14 Collection Agency Export Interface

This System interface facilitates the generation of reports and exports of delinquent cases with outstanding warrants to be submitted to a third party Collection Agency. Tyler has established standard, supported export formats for several third party collection agencies.

Activities and assumptions:

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required settings and for testing the interface.

2.2.1.15 GIS/Street Index Extract

The Court Case Management software provides the ability to populate a database of valid street addresses for the Client's locale.

Activities and assumptions:

- The Client will provide a file of valid streets from their GIS system.
- Tyler will import the contents of the file into the Court Case Management street database.
- This service is a one-time import – changes or additions must be maintained manually after the initial import.

2.2.1.16 General Ledger (non-Incode) Interface

This standard interface facilitates the export of summarized journal entries for third party General Ledger systems to reflect the financial activities recorded in the Incode Court Case Management system. In addition, outgoing payment information can be exported for use in processing checks through third party Accounts Payable systems. Tyler has established standard, supported export formats for several third party financial systems.

Activities and assumptions:

- Tyler will install the interface and instruct the Client on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The Client is responsible for establishing the required cross-references and code tables and for testing the interface.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the Client or their vendors.

2.2.1.17 Incode Notifications for Courts

Incode Notifications for Court offers an automated way for the Court to contact multiple people by phone about pending or issued warrants, upcoming court dates, or outstanding balances. The System will perform call campaigns that are configured and controlled in the Incode Court application, a calling service that makes the campaign calls and returns the results of the calls, and the Incode Data Center which facilitates communication between the System and the calling service.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required schedules, settings, and message content, and testing the interface through the calling service.
- The Notifications system requires the Incode Scheduling and Court Incode Web Services components.

2.2.2 Content/Document Management Suite**2.2.2.1 Output Director**

Tyler Output Director allows users to define how document output such as email, printing, and saving is handled. City will also have the option to auto-image and index each document. This automatic process captures an image of the document and automatically links it to the System record as an attachment.

Activities and assumptions:

- Tyler will provide an email testing utility and the City will ensure that its e-mail server (SMTP server) is properly configured to allow the Output Director service to send emails to addresses outside of the City's domain.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Base configuration of the application includes the installation and testing of the Output Director software on the Incode application server. This configuration will be performed by remote connection, if feasible. If not feasible, it will be configured on City premises at no additional charge.
- Configuration homework for the City may include the following:
 - Creating/editing Court document templates with required merge codes
- Tyler will train the City on the following business processes:
 - Document routing through Output Director

2.2.2.2 Laser Fiche Interface

Incode interfaces with LaserFiche to allow Court to save and retrieve documents associated with cases. Incode sends system-generated documents to LaserFiche without the need to print and scan. Similarly, citation images sent from handheld citation systems can be sent directly to LaserFiche. Documents can also be scanned into LaserFiche and associated with cases or defendants. A button in Incode allows users retrieve documents associated with cases and defendants.

2.2.3 System Software**2.2.3.1 System Software**

Tyler's Incode line of applications requires third party runtime components to manage the communication between servers and workstations. These components include AcuServer, AcuGT runtime, and/or Acu4GL.

Activities and assumptions:

- Tyler will order the contracted software and install the software on the City's server.
- Tyler will support this software and provide upgrades, as available, as long as the City maintains a current maintenance agreement with Tyler.

2.3 Professional services**2.3.1 Implementation Services**

Tyler employs a pool of implementation consultants that are divided into 6 skill sets: Financial, Utility, CRM, Court, Imaging, and Public Safety. Tyler attempts to assign one implementation consultant of each applicable skill set to each City. This consultant will perform all consultation, conversion, and training tasks for that product suite. All references to Implementation Consultant in this SOW refer to a Tyler employee assigned to perform the specified functions of the Implementation Consultant in that section of the SOW.

The following assumptions apply to the implementation services:

- City will ensure that employees are available for required training sessions and conversion tasks – including after-hours training, if necessary.
- Employees of the City will have basic Windows skills, including, but not limited to using a mouse, clicking on an icon to open a new window, minimizing windows, switching between open windows, printing screens, and understanding the desktop.
- Tyler staff will have access to City site after hours, if necessary.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court****2.3.2 Incode Professional Services****2.3.2.1 Project Management**

Tyler will assign a project manager to be the primary point of contact for the implementation project activities. In situations where more than one suite of applications is purchased, Tyler may assign a separate project manager to assist with each application suite and designate one project manager as the lead for the project.

2.4 Custom Programming

Tyler products will be implemented "off the shelf" without customization, except as detailed in the SOW below. Any additional customizations identified or requested will be quoted on a time and materials basis and processed as a contract amendment in accordance with the City's contract procedures.

While there are times that requested customizations are simply not feasible, if Tyler does enter an agreement to customize the product, Tyler will make every effort to design customizations so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible and regardless, all custom programs under this Agreement will become part of the base system, and will be fully supported by Tyler going forward.

2.4.1 Custom Modifications

Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module.

Activities and assumptions:

- Tyler will work with the City to determine the requirements for the modification.
- Tyler will develop a design document based on the requirements, along with a proposal for related development costs that will be provided to the City's designated Project Manager to be handled in accordance with the City's contract amendment processes.
- The City will review the design document, provide feedback, and approve the final version of the design document and proposal before any development work begins.
- Upon approval of the design document, Tyler will schedule the development work. Tyler will advise the City of any schedule changes.
- Tyler will write the software code, test the modification against the requirements through quality assurance, and prepare the modification for deployment through release management.
- Tyler will deploy the modification and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the modification. The City is responsible for establishing the required settings and for testing the modification against the documented requirements.
- Tyler reserves the right to require additional custom development charges if changes are made to the documented requirements for the modification after the design has been approved. These changes will be processed in accordance with section 5.4 below.

The design and development of the following modifications are included in the SOW and the Purchase Pricing in the Agreement:

2.4.1.1 Commercial Vehicle Word scan

Description	Scan for words that indicate a commercial vehicle violation
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System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Specification	System should scan the vehicle description for words that identify a Commercial Motor Vehicle (CMV) to make sure the CMV box is marked to identify the citation as a CMV violation. If the vehicle is a CMV and the CMV box is not marked then prompt the user to verify the accuracy of the CMV box.
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2.4.1.2 Case Participant Kiosk Check-in

Description	Allow case participants to check themselves in at a kiosk with proper identification validation
Specification	Allow case participants to check themselves in at a kiosk with proper identification validation

2.4.1.3 Case Information on Kiosk

Description	Provide the ability to access case information via a courthouse kiosk
Specification	Provide the ability to access case information via a courthouse kiosk

2.4.1.4 Attorney Filing Portal

Description	Attorney Filing Portal
Specification	Attorney Filing Portal - The defense attorney portal is an online system hosted by Tyler that facilitates interaction between court staff and defense attorneys. Attorneys may submit motions and filings and inquire about their cases. Attorneys may also sign up for lists of new cases or warrants for marketing purposes. Attorney transaction and access fees may apply.

2.4.2 Custom Interfaces

Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the System software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service.

Activities and assumptions:

- Tyler will work with the City to determine the requirements for the interface.
- The City is responsible for engaging any third party vendors to participate in the design, testing, and implementation of the interface. These vendors may require the City to pay for additional products and services in order to develop an interface.
- Tyler will develop a design document based on the requirements, along with a proposal for related development costs.
- The City will review the design document, provide feedback, and approve the final version of the design document and proposal before any development work begins.
- Upon approval of the design document, Tyler will schedule the development work. Tyler will advise the City of any schedule changes.
- Tyler will write the software code, test the interface against the requirements through quality assurance, and prepare the interface for deployment through release management.
- Tyler will deploy the interface and instruct the City on its use.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Tyler will assist in troubleshooting issues with the interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface against the documented requirements with the third party vendor.
- Tyler reserves the right to require additional custom development charges if changes are made to the documented requirements for the interface after the design has been approved. These changes will be processed in accordance with section 5.4 below.

2.4.2.1 Screen Interface to Display Courtroom Schedule

Description	Screen interface to display courtroom schedule
Specification	Screen interface to display courtroom schedule – screen not included

2.4.2.2 Federal Information Processing Standards Interface

Description	Federal Information Processing Standards Interface
Specification	Ability to use Federal Information Processing Standards Interface for geographic location of offenses – this interface needs to be discussed further before it can be accurately spec'd or quoted.

2.4.2.3 Officer Scheduling

Description	Officer Scheduling
Specification	Officer scheduling interface to other agencies for scheduling

2.4.3 Enhancements

Tyler software is constantly being modified to improve performance and add functionality. Tyler incorporates hundreds of enhancements into the INCODE Product applications every year. Many of these enhancements originate as suggestions from our customer base. Therefore, City's suggestions are encouraged.

City may submit suggestions for enhancements and vote on suggestions from other cities through our customer service Web site on www.e-incode.com. Tyler will not implement all change requests and those that are implemented will not be done immediately. City will complete its implementation schedule with the then current version of the Tyler software and not postpone implementation pending the release of enhancements.

2.5 Data Conversion Services

The data conversion process will transfer information from one or more legacy systems into the System in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. City understands that very little is done in the conversion process to "fix" the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved before final data conversion on the legacy system(s) or shortly after "going live" on the Incode system.

Some data issues can be resolved during the conversion process by limiting the scope of the conversion to exclude the erroneous data.

Activities and assumptions:

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- The City will identify one or more Subject Matter Experts (SME) with knowledge of the key business processes to be performed in each suite of applications to work with Tyler staff on verification and testing of the data conversion.
- The City will complete project planning survey and application questionnaires and return them to Tyler for review and implementation planning. Tyler may coordinate a conference call with the City to discuss the information provided.
- Tyler will establish a dedicated secure FTP site for the transfer of data files.
- City will employ technical staff capable of extracting data from the legacy software system(s) in a format suitable for conversion with documentation of the extracted data layout and format.
- City will provide a preliminary extract of the data from the existing system(s) by posting it to the Tyler FTP site or shipping it on removable media, such as CD, DVD, or portable hard drive. Tyler does not accept backup tapes. The City is also responsible for providing file layouts and data definitions for the preliminary extract. The City will also provide operational reports that coincide with the time at which the extract was produced.
- The format of the data files must be in an acceptable Tyler format. Acceptable file formats include: ASCII/text files which may be either fixed length or delimited, MS/SQL databases, Access Databases or Excel Spreadsheets.
- Multiple data extracts may be required during the implementation process which will include the final data extract just prior to "go live". New data extracts from legacy software system(s) will be available within 48 hours of request. All data extracts must conform to the file layouts and structure of the preliminary data.
- Tyler will evaluate the preliminary data to confirm that the data is in a readable, usable format, and that we have all the required data for the conversion.
- Tyler will develop conversion programs based on the format and structure of the preliminary data. The City will be responsible for providing Tyler with context for the extracted data from the existing system.
- Tyler will perform a preliminary data conversion test using the programs developed. Tyler will complete a structured list of data integrity checks before releasing the data for review by the City.
- The City is responsible for reviewing and validating the preliminary data conversion, with assistance from Tyler. Discrepancies will be reported to Tyler for evaluation and adjustments will be made to the conversion programs, if possible. Some issues may require the City to change or correct data in the legacy system prior to final conversion.
- Tyler will perform additional data conversion tests with the adjusted conversion programs.
- The City is responsible for reviewing and validating the adjustments made in the conversion tests and approving the conversion programs for use in the final conversion.
- Tyler will perform a final data conversion to coincide with the beginning of live processing in the system ("go live").

Each of the Tyler software applications that are eligible for data conversion is listed below. Each data type that can be converted for an application is also described, along with an indicator as to whether the conversion of that data type was included in the SOW.

2.5.1 Court Applications

2.5.1.1 Criminal Court Case Management

This conversion process facilitates the transfer of court case history – including people, citations, warrants, and payment history – from the City's existing court case management system to the Incode Court Case Management application.

Activities and assumptions:

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Tyler will work with the City to identify operational reports from the legacy system that provide control totals of the quantity and value of the records to be converted. The City will produce these operational reports to accompany each data extract from the legacy system.
- Tyler will conduct a series of conversion workshops to guide the City through the review of the converted data. In these onsite workshops, the Tyler Implementation Consultants and Conversion Programmers will work with the City SMEs to reconcile the control totals between the operational reports from the legacy system and the System and also to review individual sample cases to identify any corrections to be made in the conversion programs.
- Once the data has been extracted for the final conversion, Tyler recommends limiting access to the legacy system to read-only access to prevent changes to records that will not be reflected in the converted data.
- Tyler will work with the City to establish a process for final conversion that will minimize downtime between the extraction of data from the legacy system and the conversion and final validation of the data in preparation for go-live on the System. Some processes may need to be performed manually during the final transition – especially if the City has departments that access the court system on a 24/7 basis.

Data Type	Included?	Description
Citation/Case Information	YES	
Violation (offense) Information	YES	
Fee/Fine/Cost Assessments	YES	
Fee/Fine/Cost Payments	YES	
Fee/Fine/Cost Non-Cash Credit	YES	
Bond Information	YES	
Warrant Information	YES	
Officers	YES	
Witnesses	YES	
Defendants	YES	
Offense Code Master	YES	
Vehicles	YES	
Attorneys	YES	
Citation History	YES	
Receipts	YES	

The following exclusions apply to the Court Case Management conversion scope:

- Tyler does not convert information into the Cash Collection application – this application will begin accumulating history information as the system “goes live” and payments are processed within Incode. The Cash Collection application keeps a record of register operators, drawer totals, and end of day balancing information. The information regarding payments applied towards cases is kept in the Court Case Management application.
- Code files are also not included in the conversion – these are established as part of the base configuration of the application, and converted data is cross-referenced to the established codes.
- Microsoft Word documents and templates will not be converted programmatically from the legacy system– these documents must be created in Microsoft Word and configured for use in the System.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- The court calendar will be reestablished in the System through the application and the converted data will be matched to the calendar through case status and other criteria.

2.6 Additional Services**2.6.1 Online Applications and Products**

Tyler's hosted applications provide public access to the City's System application information over the Internet. Tyler hosts the Web site and online components in a high availability co-location facility, and the data is made available through a secure API on the City's Incode application server.

2.6.1.1 Incode Online Component Setup

The Citizen Portal is the main landing page for the City's hosted applications. Additional online components will be made available to the public from this site.

Activities and assumptions:

- Tyler will send the City documentation for the online components that includes a survey for the City to complete.
- The City will return the survey and set up an ecommerce account with a Tyler approved credit card processor.
- Tyler will install the required Insite components on the City's server based on the information given in the survey.
- The City will open the required firewall ports, and Tyler will test the connection to the online components through the firewall.
- Once the connection is successfully tested, Tyler will create a Web site on the hosting environment.

2.6.1.2 Court Online Component

The Online Component includes a web presentation of the citizen's citation, collects a plea from the defendant, and can interface to credit card processors to create a payment record for the Court System.

The defendant will pay a \$2.50 to \$3.50 fee per transaction for payment online. This fee is charged directly to the defendant as a separate charge line on their credit card statement and is paid directly to Tyler Technologies.

In order for the City to receive payment for the credit card transactions from the portal, the city must either (1) establish a merchant account with ETS or (2) sign an agreement with Authorize.Net for gateway services that allows deposit of funds into an existing City merchant account (if one already exists).

Both ETS and Authorize.Net charge fees to organizations for processing of credit cards. The fees are charged to cover the cost of processing the transaction through the U.S. banking system. If the City chooses to recoup this fee, there is an option in the INCODE Court Online Component to add a fee in addition to the fee discussed above, so the defendant pays both fees in addition to the violation cost.

Activities and assumptions:

- Tyler will provide training on the setup of the component.
- The City is responsible for configuring the web service and offense code options that govern the types of cases and situations that are eligible for online payment.

2.6.2 Tyler Online Training Center**2.6.2.1 Tyler Online Training Center**

The Tyler Online Training Center (TOTC) allows City's entire staff to have unlimited access to all training features. Whether City staff includes long-time INCODE users, new employees just learning the system, or a mix of both—the Training Center

System Implementation

Statement of Work - City of Corpus Christi ("City") for its Municipal Court

ensures that every user receives the continuing training necessary to use the INCODE system in the most productive and efficient way possible.

Activities and assumptions:

- The City will provide a list of names and email addresses for all users of the Tyler software.
- Tyler will create user accounts on the TOTC for each user on the list and email the credentials directly to the email addresses provided.

2.6.3 Technical Services

2.6.3.1 Application Availability Service

Tyler's Application Availability Services include establishing a backup plan, monitoring your data, providing off-site data storage and in case of a disaster, guiding you through the data recovery process.

Activities and assumptions:

- Tyler will work with the Client's IT personnel to install the AAS components and establish a secure connection to the AAS hosting facility. For new implementations, this process will coincide with the timing of the first application suite to go-live.

Section 3. Project Timeline

3.1 Project Phases

Tyler realizes that incorporating new business processes and software systems into an organization is a major change to be managed. Part of managing that change is establishing a reasonable pace at which the components can be implemented and understood and making sure that the project is correctly staffed to meet project deadlines.

The implementation of each of Tyler's application suites can be pursued somewhat independently from the other suites, and Tyler will work with the City to establish a phased approach to implementing the suites while keeping an overall system perspective of how the components integrate and interrelate. As such, some of the phases of the lifecycle described below may be repeated for each application suite.

3.2 Project Lifecycle

3.2.1 Initiation

The Initiation phase of the project begins with the signing of the Agreement and the assignment of the Tyler Project Manager. During this phase, initial information is collected for use in establishing the project plan through phone calls and surveys. Also, if data conversion is included in the project, an initial extract of the legacy data will be produced for review.

The key deliverables of this phase are the completed project surveys, the order of any server/network hardware for production, test and training environments, and the delivery of the initial data extract.

3.2.2 Planning

The Planning phase of the project begins with a Project Kickoff Meeting, which provides an overview of the implementation process to all of the stakeholders. This meeting initiates the whole implementation process by introducing the stakeholders to each other and laying the foundation for continuing communication and coordination.

The Planning phase continues with an onsite review of the requirements for the solution with the project stakeholders. Tyler will review the City's documented policies and procedures to prepare recommendations for the configuration and operation of the solution. During the onsite review, Tyler will interview project stakeholders to verify the documented processes and discuss recommendations and alternatives for processing information in the Incode solution.

During the Planning phase, each aspect of the project plan is discussed, established, and documented. This plan describes the scope of the project, as well as the associated schedule and budget. The project plan will also describe the processes that will be followed to implement the software and manage issues, changes, and risks along the way. The project will conform to City's project management methodology and change management and release management processes.

The key deliverables of this phase are the completed Project Plan components – primarily the Project Schedule.

3.2.3 Installation

The Installation phase includes setup and configuration of the Incode system hardware. This environment will be verified by Tyler before installation of the Incode software products and associated third party products.

Tyler will provide the City with detailed information as to hardware requirements for network, space, electrical, and environmental (HVAC) requirements. The City will be responsible for preparing its data center to meet these requirements.

The key deliverable of this phase is Software Installation Acceptance by the City – documented verification of the installation of the Incode software.

3.2.4 Preparation

The Preparation phase includes a number of steps designed to ready the site, the software, and the stakeholders for the implementation of the Tyler software. These steps will vary depending on the products and services listed in the Agreement, but they usually include establishing a training environment, taking online courses through the Training Center,

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

establishing credit card processing accounts, preparing conversion programs, and other tasks that need to be completed before the Implementation Consultant arrives on site.

3.2.5 Configuration

The Configuration phase is the beginning of the Implementation Consultant's on site work with the City. During this phase, the consultant will analyze the business processes and needs of the City and develop a plan for configuring the Incode system to facilitate those processes and meet those needs. The consultant will also explore alternate ways of processing information and discuss best practices that have been established from implementations at other Incode sites.

As the Implementation Consultant determines the optimal configuration options for the City site. Consultant will train the City staff, and the City staff will begin setting up the codes, tables, and cross references in the system.

The key deliverable of this phase is Configuration Acceptance – documented verification of the configuration of the Incode system to support the City's business processes and facilitate data conversion tests.

3.2.6 Conversion

Since data is being transferred from the City's legacy system(s) into the Incode database, an initial full extract of the legacy system data should be provided as soon as possible for analysis by the Tyler Conversion Services department.

At the beginning of this phase, a Conversion Plan will be drafted for the project. This plan will identify all of the tasks and resources required to convert data from the legacy system to the Incode solution. This plan will also describe the methodology used to map data fields and implement business rules to effectively translate the data from one system to another.

This initial data will be used to map the legacy data fields and information into the Incode product format. Questions regarding the content or consistency of the data files will be forwarded to the City for clarification.

The Conversion phase also includes the testing of the conversion programs and reconciliation of the imported data to the legacy system. Tyler will guide the City through the reconciliation process through on site tests and reviews of the converted data.

The key deliverable of this phase is Conversion Acceptance – documented verification that development of the conversion programs is complete based on the data tables identified in the Agreement and the information provided in the accepted Conversion Plan.

3.2.7 Design

Throughout the planning and execution of the project, City needs may be identified that require custom development of reports, interfaces, or program modifications. The Design and Development phases include the design, creation, and testing of these programs. These two phases are often repeated in an iterative process to further refine the functionality of the system.

The Design phase begins with one or more Requirements Reviews to review the current and "to-be" workflow processes that the court desires to implement with the Incode solution. The goal of these sessions is to identify any additional features or functionality that the City requires from the Incode solution.

These customizations will be introduced as changes to the project scope so that the need for the customization can be confirmed and any associated cost can be approved by the appropriate project stakeholders as described in this document under Scope Control – Change Management. Any customizations done under this SOW will become a part of the base Incode product for future support and sales.

The key deliverable(s) of this phase is Design Acceptance – documented approval of the design documents that describe the custom reports, interfaces, or modifications to be created for the System.

3.2.8 Development

The Development phase includes the programming, demonstration, and deployment of the customizations that are included in this Agreement and others that may have been identified and approved in the Design phase. Tyler will create

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

the modifications and test them internally to verify proper functionality according to the design and compatibility with the remainder of the Incode system. Tyler will then demonstrate the customizations to the City before making any final revisions and deploying the customizations to the City's environment.

The key deliverable(s) of this phase is Modification Acceptance – documented approval of the delivered custom reports, interfaces, or modifications according to the approved design documents or specifications.

3.2.9 Testing

During the Testing phase, all of the components of the Incode solution will be evaluated to ensure their compliance with the requirements established in the Agreement and the development designs. For each module included Tyler will provide previously executed test plans and scripts to be used as a basis for customization to meet the City's needs

At the beginning of this phase, a Testing Plan will be drafted for this project. Tyler will collaborate with the City to draft and finalize plans and procedures for testing the functionality of programs and interfaces with the processing of converted data.

The key deliverable of this phase is Functional Acceptance which is referred to in the Agreement as the Date of Implementation to be followed by follows the completion of successful User Acceptance Testing – documented verification that the entire system functions in full compliance with the specifications and requirements using City data.

3.2.10 Training

During the Training phase, the Implementation Consultant will provide comprehensive, hands on instruction on the operation and maintenance of each of the products in the Incode solution as described in this SOW.

At the beginning of this phase, a Training Plan will be drafted for the project. This plan will detail the courses to be presented, the schedule of classes, and the required attendees.

The key deliverable of this phase is Training Acceptance – documented verification of the successful completion and acceptance of the courses described in the accepted Training Plan.

3.2.11 Cutover and Go Live

The Go Live process begins with the cutoff of processing in the legacy system(s) after Tyler receives Acceptance of the System from the City following UAT as set forth in the Agreement and continues with the final conversion of data into the live production environment. From there, the Implementation Consultant will guide the initiation of live processing within Incode by helping to resolve any issues that arise and providing additional training as needed.

At the beginning of this phase, a Cutover Plan will be drafted for the project. This plan will detail the steps required – in hour by hour detail – to successfully transition from the legacy system to the new Tyler system with a minimum amount of impact on the business of the City.

The key deliverable of this phase is Live Processing Acceptance by the City – documented verification of the setup, training, and live operation of the Incode software.

3.2.12 Final Implementation Support

The Final Implementation Support phase consists of the delivery, testing, and training of software, hardware, or custom modifications that were not included in the "go live" scope. This phase often includes follow up training to be provided after the software has been in use for a period of time.

Deliverables in this phase will follow the pattern of previous implementation phases – Development, Testing, Training, etc. – depending on the nature of the item.

3.2.13 Closing

The Tyler PM will close each phase of the project by soliciting an acceptance of the delivered products and services from the City PM. Key deliverables have been identified for certain phases of the project life cycle. The City will confirm the receipt of the deliverable and verify the conformance of the deliverable to the project scope, at which time the project phase will be considered closed.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

The implementation of each suite of Tyler software will culminate in a Transfer to Support conference call in which an Incode Customer Support Manager will discuss when and how to contact support and the Implementation Consultant will present any outstanding issues from the implementation to be addressed by Support personnel.

The Tyler Project Manager will facilitate the Transfer to Tyler Maintenance and Support call and collect relevant project documents, including trip reports from the consultants and the current issue log.

3.3 Project Schedule

Tyler has included a tentative Project Schedule that outlines an implementation approach with approximate timeframes. This document includes Tyler's expectations as to the division of responsibilities between Tyler and The City.

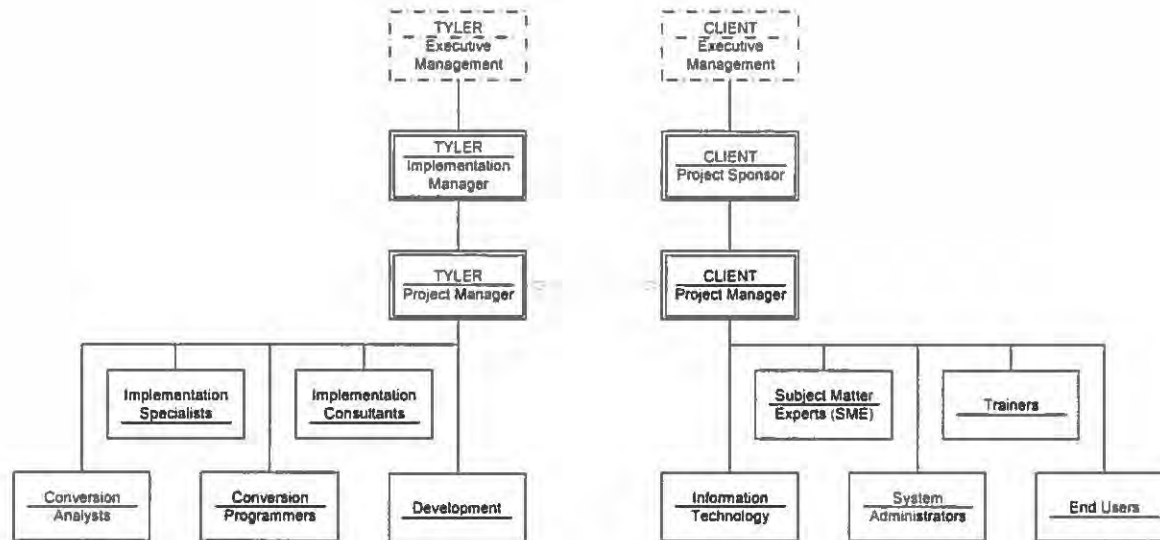
Tyler will work with the City to establish a project schedule that details the activities required to deliver the products and services included in the Agreement and described in this SOW. Both Tyler and the City recognize that the eventual schedule will likely be affected by a number of factors, including interdependencies with other City projects, availability of court resources, procurement and installation of hardware and software, and perhaps even alternate approaches to testing, training, or other aspects of the project lifecycle.

The detailed schedule will also be based upon other factors, including the budget, existing computer skills of the City's staff, existing familiarity with the Incode products of the City's staff, and the complexity of any data conversions. The full project schedule will be established upon discussion of these points, review of any data to be converted, and completion of the project initiation documents.

The project schedule will be developed and maintained in Microsoft Project. This file will be updated by the Tyler Project Manager with progress information and approved changes to the schedule to coincide with the weekly Status Reports described in this document under Schedule Control – Status Reporting.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court****Section 4. Project Team****4.1 Project Organization****4.1.1 Project Organizational Chart**

Tyler expects the project organization to follow a structure similar to the diagram below:



With this organization, Tyler typically requires the assignment of a primary point of contact at the City for all matters related to the project – a City Project Manager. This contact must be readily accessible to Tyler staff, and they should have authority to procure resources and schedule City staff activities related to the implementation.

A Steering Committee will be established by the City and will be operational at the commencement of the project. The steering committee will meet as needed, and it will be staffed with management who can resolve high profile issues. Tyler expects the steering committee to serve a role either as the Project Sponsor or as a resource for the Project Sponsor, so that issues and decisions can be escalated appropriately for resolution.

4.2 Tyler Roles and Responsibilities**4.2.1 Tyler Director of Implementation**

The Tyler Director of Implementation is responsible for the delivery of products and services for each product suite. The Director supervises the work of Tyler project managers and implementation consultants, and they serve as an escalation point for project concerns.

4.2.2 Tyler Project Manager

The Tyler Implementation Director will assign a project manager to be the primary point of contact for the implementation project activities. In situations where more than one suite of applications is purchased, Tyler may assign a separate project manager to assist with each application suite and designate one project manager as the lead for the project.

The project manager's responsibilities include the following:

- Take over the account from sales as primary contact
- Confirm the scope of the contract and the objectives of project and resolve any gaps
- Establish an orderly plan for implementation of the software and delegate the tasks to the resources
- Identify risks to the plan and mitigate them

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Triage issues that interfere with the plan and assign resources to resolve them
- Ensure that changes to the plan are endorsed by the right decision makers
- Track the costs incurred to accomplish the plan and notify the decision makers of potential overages
- Monitor progress toward the plan and communicate status to all of the stakeholders
- Document tasks completed, issues resolved, decisions made, etc. for future reference
- Usher the account into maintenance and support

4.2.3 Tyler Implementation Specialists

The Tyler Project Manager will coordinate the efforts of one or more Implementation Specialists during the course of the project. These specialists install and configure the components of the Tyler software, and – in certain cases – they also train the City on the use or maintenance of the component. Based on the scope of the Agreement, their responsibilities may include the following:

- Purchase, install, and configure contracted server and workstation hardware and software
- Installation of third party hardware and software purchased through Tyler
- Installation of Tyler software suites and components
- Configuration of credit card processing services
- Configuration and training of online components
- Installation and configuration of interfaces

4.2.4 Tyler Implementation Consultants

The Tyler Project Manager will assign one or more Implementation Consultants to perform the primary implementation work for the project. Most of this work will be performed at the City's site, but all time spent by the Implementation Consultant on the implementation is billable towards the project. Tyler Implementation Consultants are domain experts in each application area, and their responsibilities include the following:

- Consult on optimal system configuration
- Deliver hands-on training for Incode applications
- Guide reconciliation of conversion data
- Assist in system testing and parallels
- Track and report site-specific issues

4.2.5 Tyler Conversion Analysts

If the scope of the Agreement includes conversion of data from a legacy system, Tyler may assign one or more Conversion Analysts to assist in the reconciliation of the converted data. These analysts work remotely with the Implementation Consultants and Conversion Programmers, and their responsibilities include:

- Verify balances and totals with the City's legacy reports
- Compare the data presented in the Tyler system with corresponding screens in the legacy system
- Collaborate with the City to analyze and resolve reconciliation issues
- Provide feedback to the Tyler Conversion Programmer for adjustments to the conversion programs

4.2.1 Tyler Conversion Programmers

If the Agreement includes the conversion of data from a legacy system, Tyler will assign one or more Conversion Programmers to create the conversion programs necessary to move the data into the Tyler system. These programmers work remotely in conjunction with the Implementation Consultants and Conversion Analysts, and their responsibilities include:

- Verify the integrity of the initial data extract(s) to be used in the conversion
- Create conversion programs based on the initial data extracts for use in conversion testing and go live
- Provide exception reports from the conversion tests for review by Tyler and the City

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

- Update the conversion programs according to guidance from the City and the Tyler Implementation Consultant and/or Conversion Analyst

4.2.2 Tyler Development

If the Agreement includes customizations or modifications, one or more development teams will be responsible for creating those deliverables. Their responsibilities include:

- Gathering requirements for the proposed development work
- Documenting the design for the proposed work
- Developing the customizations or modifications based on the approved designs
- Assisting in testing the developed code

4.3 City Roles and Responsibilities**4.3.1 City Project Sponsor**

In order to maintain the momentum and purpose of the project described by this SOW, a project sponsor should be identified at the City site. Most often, these sponsors are named on the Agreement and their involvement carries on in an active investment in the success of the project. This individual will have ultimate "tie-breaking" authority regarding any disagreements as to function, etc. among the City staff. This individual will have final say regarding major changes of scope, timeline, or funding and will be the City's final arbitrator of disagreements with the Vendor.

Other responsibilities include the following:

- Act as the champion for the project
- Monitor the overall status of the project
- Identify and communicate organizational risks that may have an impact on the project
- Initiate change management activities to encourage adoption and acceptance of the new system

4.3.2 City Project Manager

Tyler requires the assignment of a primary point of contact at the City site for all matters related to the project. This contact must be readily accessible to Tyler staff, and they should have authority to procure resources and schedule staff activities related to the implementation.

The responsibilities of the City PM are essentially the same as the Tyler PM, as the project managers on each side will work together to establish the plan and manage performance to it.

Other responsibilities include the following:

- Disseminate project information to the project team at the City's site
- Manage the performance of the City's project team toward project tasks and homework
- Coordinate the work of the City's third party vendors and partners
- Facilitate installation of hardware/software and coordinate maintenance of those systems
- Establish software training facilities and schedule personnel for training
- Approve deliverables
- Apply business process knowledge to implementation tasks
- Monitor software training and attendance
- Identify issues and customizations needed
- Review invoices and approve payments in accordance with the deliverables provided
- Monitor the status of risks that may have an impact on the project and assist as necessary in risk mitigation
- Monitor project status to encourage adoption and acceptance of the new system
- Monitor and approve change management activities

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

4.3.3 City Subject Matter Experts

The City PM should assemble a team of representatives from each department or function that will require interaction with the software. These supervisors and end users will be responsible for the following:

- Participate in consulting meetings
- Attend all relevant training sessions
- Create system codes and accounts
- Test system processing and output
- Reconcile conversion results
- Reconcile parallel processing results
- Identify any issues as they arise

4.3.4 City Trainers

The City PM should identify one or more supervisors or end users that will be responsible for training other users on the maintenance and operation of the system. Even if Tyler resources are providing all of the end user training during the implementation, the City will be responsible for training new employees after go live, and identifying these Trainers will encourage them to prepare themselves for that task.

If the scope of the Agreement does include a "train the trainer" approach, then Tyler resources will train a limited number of users who will then be expected to train the remainder of the end users in the organization according to the project schedule. Under this approach, the Trainers are responsible for the following:

- Attend all relevant training sessions
- Create or modify training materials for use in end user training
- Schedule and conduct end user training sessions
- Track and report end user attendance and proficiency
- Identify any issues as they arise

4.3.5 City Information Technology

The City is responsible for securing the services of personnel that can assist in the installation, configuration, and maintenance of the required hardware, software, and network components. Depending on the scope of the Agreement, the City responsibilities can include the following:

- Configure VPNs and remote access technology to manage access to the Tyler systems from outside the City's network
- Extract data from the legacy system(s) for use in conversion to the Tyler system
- Troubleshooting of network and workstation issues
- Run and install LiveUpdate patches for Tyler suites
- Load and test new releases of Tyler software

4.3.6 City System Administrators

The City PM should identify one or more resources to serve as System Administrators for the Tyler system as a whole. Tyler resources will train the System Administrator to perform basic non-technical maintenance tasks within the application, including the following:

- Code file maintenance
- Business Rule configuration
- Manage Print Previewer settings
- Add/deactivate users and manage security settings

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court****4.3.7 City End Users**

End Users include anyone at the City site that will be expected to use the Tyler system. These End Users may have other roles in the implementation project, as well, but the basic responsibilities include the following:

- Complete prerequisite training sessions on the Tyler Online Training Center
- Attend all relevant training sessions
- Identify any issues as they arise

4.4 Responsibility Matrix

The RACI Responsibility Matrix documents who in the organization are:

- R – Responsible for creating the deliverable,
- A – Accountable for the deliverable,
- C – Consulted with about the deliverable (two-way communication), or
- I – Informed about the deliverable (one-way communication).

The organizational roles are abbreviated as follows:

- PM – Project Manager
- IC – Implementation Consultant(s)
- FT – Functional Team Members
- IT – Information Technology

Responsibility	Tyler			City		
	PM	IC	FT	PM	IT	FT
Initiation						
Complete City Surveys	I	I	I	A	I	R
Activate Tyler Online Training Center	R	I	I	C	I	I
Acquire Cashiering Hardware & Software	A	I	R	I	I	I
Acquire INCode & INSite Software & Utilities	A	I	R	I	I	I
Acquire Infrastructure Hardware/Software	I	I	C	A	I	R
Acquire Conversion Data	I	I	C	A	R	I
Project Planning						
Conduct Project Kick-off Meeting	R	C	C	C	C	C
Conduct Requirements Review	A	R	R	C	C	C
Develop Project Schedule and Plan	R	C	C	R	C	C
Signed Acceptance of Project Schedule and Plan	I	I	I	R	I	I
Installation						

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Responsibility	Tyler			City		
	PM	IC	FT	PM	IT	FT
Install Workstation Hardware/Software	I	I	C	A	R	I
Place/Install Cashier & Court Room Hardware	I	I	C	I	A	R
Configure Cashier & Court Room Hardware	A	I	R	I	C	I
Signed Acceptance of Software Installation	I	I	I	R	I	I
Preparation						
Conduct Court Orientation	A	R	I	C	C	C
Complete Online Courses	I	I	I	A	I	R
Establish Training Facilities	I	I	I	R	I	I
Establish Credit Card Accounts	I	I	I	R	I	I
Develop Conversion Scripts for all Modules	A	C	R	C	I	I
Configuration						
Conduct Configuration Workshops	A	R	I	C	C	C
Complete Configuration Teamwork	I	C	I	A	I	R
Signed Acceptance of Software Configuration	I	I	I	R	I	I
Conversion						
Develop Conversion Plan	R	C	C	R	C	C
Extract Legacy System Data	I	I	C	A	R	I
Conduct Data Conversion Workshops	A	R	R	C	C	C
Review and Evaluate Data	I	C	C	R	C	R
Signed Acceptance of Conversion Scripts	I	I	I	R	I	I
Design						
Create Design Documents	A	I	R	C	I	C
Review Design Documents	I	I	C	R	C	R
Signed Acceptance of Development Designs	I	I	I	R	I	I
Development						
Develop Modifications	A	I	R	I	I	I

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Responsibility	Tyler			City		
	PM	IC	FT	PM	IT	FT
Demonstrate Modifications	A	I	R	C	I	C
Review and Evaluate Modifications	I	I	C	R	C	R
Signed Acceptance of Modifications	I	I	I	R	I	I
Testing						
Develop Test Plan	R	C	C	R	C	C
Develop Test Plans and Cases	A	R	C	C	I	C
Conduct Tests	I	C	I	A	C	R
Signed Acceptance of Testing	I	I	I	R	I	I
Training						
Develop Training Plan	R	C	C	R	C	C
Conduct Train the Trainer Training	A	R	I	C	I	C
Conduct End User Training	I	C	I	A	I	R
Conduct Follow-Up Training	A	R	I	C	I	C
Signed Acceptance of Implementation Training	I	I	I	R	I	I
Go-Live						
Develop Cutover Plan	R	C	C	R	C	C
Final Extract of Legacy System Data	C	I	C	A	R	I
Conduct Final Data Conversion	A	R	R	C	I	I
Initiate Production Processing (Go-Live)	A	R	R	A	R	R
Monitor Live Processing & Resolve Issues	A	R	C	A	C	C
Signed Acceptance of Live Processing	I	I	I	R	I	I
Post Implementation Support						
Conduct Acceptance Testing	I	C	I	A	C	R
Monitor Live Processing & Resolve Issues	A	R	I	C	I	C
Signed Acceptance of System	I	I	I	R	I	I
Closing						
Conduct Lessons Learned Session	R	C	C	R	C	C

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

4.5 Project Contact List

A comprehensive list of project team members and stakeholders will be maintained in a Project Contact List. An initial list of the management contacts for Tyler is provided below:

Tyler Technologies			
Director of Implementation – Court/Public Safety	Donna Martindale	800-646-2633 x5002	Donna.Martindale@tylertech.com
Director of Implementation – Document Management	Scott Helle	720-497-8067	Scott.Helle@tylertech.com
Conversion Manager – Financials and Court	Cindy Mikkelsen	605-323-2605	Cindy.mikkelsen@tylertech.com

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Section 5. Project Management

Tyler subscribes to the concepts and standards of the Project Management Institute (www.pmi.org) and has translated those concepts into proven processes that have governed the successful implementation of our products in hundreds of installations, both small and large.

5.1 Schedule Control – Status Reporting

Consistent communication of project performance will be anchored by a weekly Status Update conference call. These calls will commence shortly after project kickoff and continue throughout the course of the implementation project.

The Tyler Project Manager will publish a Status Report and distribute it to the attendees prior to the conference call via email. The Status Report will follow the Incode Status Report template, highlighting recent project accomplishments, upcoming objectives, and outstanding issues that are impeding progress.

During the Status Update call, the Status Report will be discussed, revised, and approved. Action items will be identified and assigned to one or more attendees to address. The approved Status Report – with action items – will be redistributed to the attendees within 24 hours of the call.

5.2 Quality Control – Issue Management

Issues can be reported by any of the City's Functional Team Members to their supervisor or to the City Project Manager who will then discuss the issue with the Tyler Project Manager. In addition, Tyler Functional Team Members will notify the Tyler Project Manager of project issues as they arise.

The Tyler Project Manager will research each issue and provide recommendations, if applicable, to the City Project Manager for resolution. The Tyler Project Manager will be responsible for assigning each issue to a Tyler Functional Team Member or to the City Project Manager and tracking the status of the issue to resolution. Issues that must be resolved by the City's Functional Team Members will be assigned to the City Project Manager for delegation.

All project issues will be documented in the Project Issue Log. This log will be discussed during each Status Update call and revised as needed by the Tyler Project Manager.

5.3 Cost Control – Budget Management

The budget for the project is the total amount approved by the Corpus Christi City Council and reflected as the Purchase Price for the System in the Agreement, including Maintenance.

The Tyler Project Manager will track performance toward the budget in the Contract Estimate vs. Actual spreadsheet. This document will be updated monthly with project costs invoiced by Tyler and discussed with the City Project Manager each month to determine potential variances from the established budget.

The budget will only be changed if the City requires additional products or services that are not reflected in the Agreement and any such change will require a formal amendment of the contract and additional monetary approvals as required by City Code. It is the responsibility of Tyler to provide the System as detailed in the Agreement with attached exhibits in accordance with the Purchase Price in the Agreement.

5.4 Scope Control – Change Management

Requests to change the established project scope or schedule will be submitted to the Tyler Project Manager by the City Project Manager, and are subject to formal City approval. The Agreement cannot be changed or amended by a request from the City Project Manager. In addition, the Tyler Project Manager will be responsible for identifying potential changes to the project arising from City communications, issues, or risk events. The Tyler Project Manager will discuss these items with the City Project Manager and determine whether the issue will require an amendment of the Agreement. Any change that will increase the Purchase Price in the Agreement will require a written formal amendment of the Agreement.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

The Tyler Project Manager will research the impact of each change request to the project schedule, scope, and budget and provide recommendations to the City Project Manager for review. All change requests will be documented in the Project Change Request Log. This log will be discussed during each Status Update call and revised as needed by the Tyler Project Manager.

The City Project Manager will be responsible for establishing a process for reviewing change request recommendations with the appropriate stakeholders at the City site and third party vendors, if applicable. A resolution should be reported to the Tyler Project Manager within two weeks unless otherwise agreed upon. Resolution actions consist of approval, rejection, or postponement of the recommendation.

5.5 Risk Control – Risk Management

Managing risk is one of the major processes of project governance. Risk management is a core discipline that assists managers at all levels to make correct and informed decisions.

Risk management is a process for organized assessment and control of risks. It involves the identification, analysis and evaluation of the risks presented by the system being acquired and the activities to acquire it, and the development of cost-effective treatments for those risks. It applies to projects and programs of all sizes.

The Tyler Project Manager will conduct an initial risk assessment based on information gathered during the Planning phase of the project. Potential risks will be identified through interviews with project stakeholders or documented in lessons learned from past projects.

The Tyler Project Manager will research each risk and assign a Risk Factor based on its Probability of occurrence and potential Impact on the project. The Tyler Project Manager will provide recommendations to the City Project Manager for risk mitigation.

Additional risks can be reported by any of the City's Functional Team Members to their supervisor or to the City Project Manager who will then discuss the risk with the Tyler Project Manager. In addition, Tyler Functional Team Members will notify the Tyler Project Manager of project risks as they arise. The Tyler Project Manager will assess risks as they are identified and provide recommendations to the City Project Manager for risk mitigation.

The Tyler Project Manager will associate each risk that requires a mitigation plan to one or more project phases in which the risk could occur. A Trigger Event may also be identified for a documented risk – an event that, if it occurs, clearly indicates that the risk has presented itself in the project.

Upon approval by the City, the project risks and the associated mitigation plans will be documented in the Project Risk Log. Each documented risk will have a Risk Owner – a project stakeholder that is responsible for monitoring the risk and any applicable Trigger Events to determine whether a risk event has occurred. The Risk Owner will be responsible for notifying the project stakeholders of the risk event and implementing the mitigation plan.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

Section 6. References**6.1 Tyler Policies and Standards****6.1.1 Cancellations**

Tyler schedules implementation dates on a first-come, first-served basis. Implementation dates that are postponed will be rescheduled according to then-current availability for the assigned consultant.

Tyler implementation schedules are developed well in advance of onsite implementation. This is required in order to build City schedules for planning purposes. Conflicts arise when City cancels or postpones implementation days. Tyler strongly recommends having a back-up employee available for implementation in the event the main contact becomes unavailable. This helps to mitigate the risk of cancelling training.

If for any reason City needs to reschedule/cancel dates for training, please contact the project manager as soon as possible.

6.1.2 After-Hours Work

Our implementation staff is scheduled to work regular business hours only. Off-hour implementation services can be requested with a 30-day notice. We reserve the right to deny the request due to personnel availability.

Tyler recognizes that the City operates court at night and on the weekend, and implementation services may need to be scheduled to assist during those timeframes. Tyler also recognizes that certain other project tasks - such as running conversion programs - may carry through past business hours. These off-hour assignments will be identified on the project schedule and agreed to by the Tyler and City project managers in advance.

6.1.3 Parallel Processing

The City is not intending to engage in parallel processing.

6.1.4 Homework

Many cities underestimate the time required on their side for a successful implementation. Throughout the implementation process many tasks must be completed. Most of these are data input or related jobs, which need to be completed before proceeding. These are often time-consuming tasks; it is more cost effective for the City if these tasks are completed between scheduled implementation days. In order to meet anticipated deadlines it is imperative that these "homework assignments" be completed on time and before the next relevant implementation day. Tyler Consultants will report delays to the City project manager and Tyler Project Manager. It is the responsibility of the City project manager to track that homework is being done as assigned.

6.1.5 Training

Conducting training in an area free from interruption will allow for the most effective implementation possible. We highly recommend a designated area that allows the Consultant and trainee(s) space to organize any relevant documents, network access to the INCODE Products system, a working printer, a telephone, and a white board with markers. This allows a greater ability to focus on the task at hand and helps to ensure that real progress is made during each implementation/training session. If a separate room is not an option we suggest that the individuals involved in the implementation are not expected to fulfill their regular work responsibilities during the scheduled training. The goal is to keep interruptions at a minimum.

Tyler requires at least one member from Management Staff attend every implementation/training session, or that they be available to answer all non-Tyler questions brought up during the implementation, at the end of each session. Requiring Management attendance also eliminates debate regarding whether the implementation day was effective. In the past, end users have told us that they are not ready to go live because they were not trained or not trained well. Management can only validate these statements if present at all training sessions.

System Implementation**Statement of Work - City of Corpus Christi ("City") for its Municipal Court**

6.1.6 Product Documentation

Tyler will provide documentation for the software products in the form of training agendas and handouts as part of the implementation process. These materials will be tailored to reflect the configuration of the City's products, and they will be provided in Microsoft Word format so that the City can modify and reproduce them as needed for future training needs. Tyler expects the City to update the training documentation as desired to reflect future patches and releases, according to the release notes provided by Tyler.

Tyler's Incode application documentation is online and includes both operator and administrative functions. Documentation is included for all release versions of Incode software and is updated as new versions of the software are released. The documentation includes a table of contents, index, key word search, and bookmark capabilities and is also available to users as context-sensitive Help. Tyler does not maintain or distribute this information in Microsoft Word format.

Exhibit 3**Tyler Business Travel Policy****1. Air Travel****A. Reservations and Tickets**

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation**A. Private Automobile**

Business use of an employee's private automobile will be reimbursed at the current IRS 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 when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night

should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem.

The split for the per diem meals is:

15% Breakfast

25% Lunch

60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	lunch and dinner
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Depart after 12:00 noon	dinner
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Return Day

Return before 12:00 noon	breakfast
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Return between 12:00 noon & 8:00 p.m.	breakfast and lunch
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Return after 7:00* p.m.	breakfast, lunch and dinner
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*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours 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 8:00* p.m.

*8:00 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 your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

INSURANCE REQUIREMENTS**I. VENDOR'S LIABILITY INSURANCE**

- A. Vendor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Vendor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be named as an additional insured for the General Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation And Paragraph Ii Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

- C. In the event of accidents of any kind related to this project, Vendor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Vendor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. Vendor's financial integrity is of interest to the City; therefore, subject to Vendors right to

EXHIBIT C

maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

- C. Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. **Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage. Vendor provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to discontinue sales/work hereunder, until Vendor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractor's performance of the work covered under this agreement.

EXHIBIT C

- H. It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement, with the exception of the workers' compensation policy.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2013 Municipal Court

Purchase and Installation of Software – ins. reqs.

12/2/2013 ds Risk Management

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION
AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY and the City of Corpus Christi, Texas, hereinafter referred to as the "SUBSCRIBER".

DEFINITIONS

COMPANY Web Services COMPANY Web Services are designed to enable SUBSCRIBER to easily establish a presence on the Internet. COMPANY Web Hosting and Design is composed of the COMPANY Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

COMPANY Court On-Line The COMPANY Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. Since it was designed by COMPANY, this system interfaces seamlessly with COMPANY's InCourt Municipal Court System.

AGREEMENTS

- 1) **TERM.** SUBSCRIBER must return an executed copy of this Agreement to COMPANY within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the SUBSCRIBER fails to pay any amount payable to COMPANY hereunder, when due, or fails to comply with any other provision of this Agreement, COMPANY may terminate the SUBSCRIBER's rights by written notice to that effect to the SUBSCRIBER. COMPANY may, by written notice to the SUBSCRIBER, terminate its obligations under this Agreement in the event that COMPANY, for whatever reason, ceases to host SUBSCRIBER's Web Site. A termination of the SUBSCRIBER's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the COMPANY concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If SUBSCRIBER wishes to terminate before the stated term expires, SUBSCRIBER must give sixty (60) days written notice in order not to incur termination costs of \$300.00. Please also see section entitled "TERMINATION" in this Agreement.
- 2) **NATURE OF WEB SITE.** COMPANY shall maintain a web site accessible over the Internet, for SUBSCRIBER. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by SUBSCRIBER. This data may include certain data elements from SUBSCRIBER's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to SUBSCRIBER, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
- 3) **DATA PROCUREMENT.** COMPANY must host the components and services listed in the Investment Summary of this Agreement. The SUBSCRIBER will be required to setup a merchant account with Electronic Transaction System Corporation or authorized net for the sole use of COMPANY Web Service transactions. The merchant account must be setup to fund to the SUBSCRIBER bank account. All fees for the merchant account will be paid by SUBSCRIBER.

SUBSCRIBER will be required to install and run Tyler Web Services in order for the COMPANY On-Line application to access and transfer the necessary data from the SUBSCRIBER's primary software system, to COMPANY's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to SUBSCRIBER. COMPANY will assume responsibility for transferring such information back to SUBSCRIBER on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of SUBSCRIBER.

- 4) **LICENSED SOFTWARE OWNERSHIP.** SUBSCRIBER agrees that COMPANY possesses exclusive title to and ownership of the COMPANY Software.
 - a. SUBSCRIBER agrees that SUBSCRIBER acquires neither ownership nor any other interest in the COMPANY Software, except for the right to use and possess the COMPANY Software in accordance with the terms and conditions of this Agreement.
 - b. All rights not expressly granted to SUBSCRIBER in this Agreement are retained by COMPANY.
 - c. SUBSCRIBER agrees that COMPANY Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by COMPANY are and shall remain the exclusive property of COMPANY. SUBSCRIBER agrees that the COMPANY Software consists of COMPANY's trade secrets. COMPANY shall retain all copyrights in the COMPANY Software, whether published or unpublished.
 - d. COMPANY agrees that all data provided to COMPANY for the purposes of generating the web site shall remain the property of SUBSCRIBER. Should SUBSCRIBER terminate the Internet Services in good

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

standing and in accordance with the termination provisions of this Agreement, COMPANY agrees to return to SUBSCRIBER, all graphics, text documents, and data files held by COMPANY.

- 5) **SUBSCRIBER MEMBERSHIP FEES.** For establishing new COMPANY Web Services, the SUBSCRIBER shall pay to COMPANY the amounts as stated in the Investment Summary
- 6) **INSITE FEES.** COMPANY may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.
- 7) **NOT ASSIGNABLE.** The rights of the SUBSCRIBER under this Agreement are not assignable without the prior written consent of COMPANY. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the SUBSCRIBER is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 8) **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. COMPANY reserves the right to change the functionality of future releases of its software and SUBSCRIBER understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.
- 9) **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
- 10) **RESPONSIBILITY OF DATA.** COMPANY will assume responsibility for all data transfer, but not responsible for data accuracy.
- 11) **SITE REQUIREMENTS.**
 - a. SUBSCRIBER shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide COMPANY with IP connection to SUBSCRIBER's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of SUBSCRIBER's firewall settings. No wireless Internet connections allowed.
 - b. COMPANY shall provide SUBSCRIBER with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If SUBSCRIBER will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.
- 12) **PROPRIETARY INFORMATION.**
 - a. Distribution of COMPANY Software. SUBSCRIBER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
 - b. Software as Trade Secret. SUBSCRIBER shall maintain the confidentiality of the Software and unless specifically authorized by COMPANY or except for ordinary and necessary backup purposes, SUBSCRIBER may not make or have made any copies of the Software or any part thereof. SUBSCRIBER shall include COMPANY's proprietary notice or other legend on any copies made by SUBSCRIBER as permitted hereunder.
- 13) **WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** COMPANY warrants that the Software will substantially conform to current specifications delivered by COMPANY to SUBSCRIBER pursuant to this Agreement, including COMPANY's response to the Request for Proposal for six (6) months following installation; provided, however, that COMPANY's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by COMPANY. In the event that the Software is found to be defective in such respect and SUBSCRIBER notifies COMPANY in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, COMPANY's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY WEB SERVICES - INTERNET BASED
PRODUCTS SUBSCRIPTION AGREEMENT TERMS
AND CONDITIONS

- 14) **HOLD HARMLESS.** SUBSCRIBER agrees that, to the extent permitted under applicable law, it will hold COMPANY harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. SUBSCRIBER's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
 - b. SUBSCRIBER's unauthorized alterations to or use of the Software, or
 - c. SUBSCRIBER's breach of any of its obligations to maintain the confidentiality of the Software or SUBSCRIBER's unauthorized copying thereof.
- 15) **TERMINATION.** This Agreement or any license referenced hereunder may be terminated by COMPANY upon written notice to SUBSCRIBER if SUBSCRIBER performs any breach of the terms of this Agreement. At the date of termination of this Agreement, SUBSCRIBER shall promptly return to COMPANY any Software, related documentation, materials and other property of COMPANY then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.
- 16) **GENERAL.**
- a. This Agreement shall be governed by the laws of SUBSCRIBER's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
 - b. All acceptances by COMPANY of purchase orders and all sales by COMPANY are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of SUBSCRIBER's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of COMPANY. Any such additional or different terms are hereby objected to. All acceptances by COMPANY are expressly conditional on SUBSCRIBER's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, SUBSCRIBER should notify COMPANY at once.

City of Corpus Christi, TX

By: Name: Ronald L. GeronTitle: City ManagerDate: 12/18/13

Tyler Technologies, Inc.

By: Name: S. Brett CateTitle: President, LGODate: 12-4-2013

Exhibit 6**The Data Conversion Process****Purpose**

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler system.
2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler system.

This document is provided to aid the Client in understanding the automated conversion process and to provide clear direction as to the responsibility and the scope of the process.

Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically, it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler system.
2. Any individuals responsible at a department level.
3. Any individual that would benefit from understanding the conversion process

The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion:

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.
2. Data Evaluation - Tyler will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation, the Client will be contacted for further scheduling.
3. Conversion scheduling - Once a schedule has been decided upon, Tyler will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from its current system.
4. On-Site Conversion - Upon Tyler's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler. The Tyler trainer on site will assist the Client in preliminary Tyler application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.

Data Extraction and Transmission of Data

The Client must supply data in ASCII file format with unpacked data fields. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms, the Client's data that is transmitted to the Tyler system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

File Descriptions and layout

The Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

Media Type

Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available, the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data, include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.

The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

Final Data Extraction

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler's conversion personnel and implementation coordinator.

Data Extraction Assistance

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler's years of experience with data conversions has lead to many innovative techniques for data extraction. When the Client has exhausted its available options, Tyler can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler will proceed with this assistance.

Conversion Scheduling

Once Tyler has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

Conversion Program Development

After Tyler receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.

It is important for the Client to understand that Tyler has a minimal amount of experience with the Client's current application. Questions raised by Tyler will be the result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler's facilities. Any potential problem areas will be communicated to the Client.

Conversion Assistance

As part of the contract, a Tyler trainer will be at the Client location during the actual conversion. The trainer will

provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation. Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

Data Validation

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But data validation is ultimately the responsibility of the Client.

Conclusion

After over 20 years and several hundred conversion experiences, Tyler has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the Tyler general ledger will be out of balance. And finally, to have a successful conversion, there must be a team approach by all those involved.