

AN ORDINANCE 2010-06-17-0535

AUTHORIZING THE PURCHASE OF ADDITIONAL FUNCTIONALITY FROM TYLER TECHNOLOGIES, INC., FOR THE SAN ANTONIO MUNICIPAL COURT CASE MANAGEMENT SYSTEM FOR A COST UP TO \$304,000.00, AVAILABLE FROM THE MUNICIPAL COURT TECHNOLOGY FUND.

* * * * *

WHEREAS, on February 12, 2009, City Council approved at contract with Tyler Technologies for a new Court Management System with Tyler Technologies, Inc, utilizing an interlocal agreement with the national Joint Powers Alliance; and

WHEREAS, the current Municipal Court document management system is reaching its end-of-life and does not integrate with the Tyler Technologies Court Management System; and

WHEREAS, Municipal Court is requesting the authorization to purchase and fund Tyler's document management system to supplement the Tyler Technologies Court Management System; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with Tyler Technologies, Inc., for a cost up to \$304,000.00, to provide the San Antonio Municipal Courts with a Document Management System, is hereby approved. The Presiding Judge or his designee is hereby authorized to execute an agreement with Tyler Technologies, Inc. A copy of the agreement in substantially similar form is attached hereto and are incorporated by reference as **Attachment 1**.

SECTION 2. The amount of \$304,000.00 is appropriated for this ordinance in Fund 29096000, Cost Center 0303020001, General Ledger 5201040 and the Fiscal Year 2010 budget is amended to reflect this change.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Tyler Technologies, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

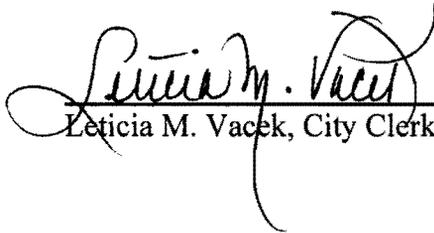
JK
6/17/10
#8

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 17th day of June, 2010.


M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 8

Name:	6, 7, 8, 11, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26A, 26B, 26C, 26D, 26E, 27, 29, 30, 32A, 32B, 32D, 32E, 33, 35, 36, 37, 39, 40, 41, 42						
Date:	06/17/2010						
Time:	02:23:40 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the purchase of additional functionality from Tyler Technologies, Inc., for the San Antonio Municipal Court Case Management System for a cost up to \$304,000.00, available from the Municipal Court Technology Fund. [Sheryl Sculley, City Manager; Fred Garcia, Municipal Court Clerk]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Court Case Management Information Systems Proposal

Prepared for

San Antonio Municipal Court
Fred Garcia

Prepared By:
Tyler Technologies
Lee Midkiff
(800) 264-2056
April 22, 2010





Customer Name San Antonio Municipal Court
Contact Fred Garcia
Date April 22, 2010
Salesman Lee Midkiff

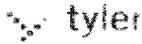
Summary Investment

Summary Investment

Customization Programming	
Estimated Services	81,720
Total Price	81,720

Note: Travel expenses, if required, are billed at prices based on agency IRS per diem standards.

Note: Proposal provided by INCODE is valid for 120 days. After 120 days proposal pricing is subject to change.



Customer Name
Contact
Date
Salesman

San Antonio Municipal Court
Fred Garcia
April 22, 2010
Lee Mirkoff

Custom Interface/Programming

INCODE - Implementation			
Application Software	Estimated Hours	Estimated Services	Total Cost
Custom Interface/Custom Programming			
Development Requirements			
<p>Using Tyler specifications, CUSA will provide a paper/described text narrative of images to conversion of all documents and associated image attachments from the Multi-Component with respective data pertaining to implementation. Requires manual transcription.</p>			
Project Management			
<p>Review of existing case processes and systems, initial project preparation, implementation, performance estimates, initial project preparation, combined with ongoing scheduling, coordination, and resource allocation throughout the lifecycle, initial reports.</p>			
	93	100	200
Software Installation			
<p>Installation of the software on the server, configuration of the software, and the necessary hardware and software components.</p>			
Software Configuration			
<p>Configuration of the software to meet the requirements of the project, including the necessary hardware and software components.</p>			
			145
User Training			
<p>Training of the users on the software, including the necessary hardware and software components.</p>			
			910
Conversion			
<p>Using Tyler specifications, CUSA will provide a paper/described text narrative of images to conversion of all documents and associated image attachments from the Multi-Component with respective data pertaining to implementation. Requires manual transcription.</p>			
	296	100	400
Personal Notes			
<ul style="list-style-type: none"> Estimate Only - This estimate is for informational purposes only and is not a contract. The actual cost of the project may vary based on the scope of work and the complexity of the project. 			
<p>Note: This custom interface/programming proposal is good for 30 days. After 30 days the custom interface/programming is subject to change and will be required to undergo the INCODE review process again.</p>			

INCODE Subtotal

Total

INCODE Subtotal			
Total	93	100	200

Non-Traffic Cases – Generated Metadata (Documents)

Processes

1. The Court Case Management system generates a single metadata (.MDF) flat file which contains both *case* and *defendant* data in separate fixed-length formats
 - a. *Case* data contains:
 - **Defendant Identifier**
 - **Case Number**
 - **Case Description**
 - **Document Date**
 - b. *Defendant* data contains:
 - **Defendant Identifier**
 - **Last Name**
 - **First Name**
 - **Middle Initial**
 - **Date of Birth**
 - **Driver's License Number**
 - **Driver's License State**
2. The *case* and *defendant* information is combined with the previously-created images using **Case Number** as the common value to append additional identifying information

Requirements

- Folder polling to retrieve flat file
- Flat file processing to identify *case* and *defendant* data
- Append *case* and *defendant* data to appropriate image

Traffic Cases – Scanned Documents

Processes

1. The imaging department receives citations (tickets) from the Court, Police Department, or other various organizations with a unique citation number
2. The citation number becomes the **Case Number**
3. User scans the documents and through workflow verifies the OCR-captured **Case Number**

Requirements

- OCR-recognition of **Case Number**
- Workflow to verify captured **Case Number**

Document/Image Conversion

Documents

- Approximately 1.8 million documents created/scanned in 2009
- Extrapolated to roughly 15 million document to convert (2000-2010)

Images

- Multi-page TIFF images
- One image per document (~ 15 million images)
- Extracted and provided to Tyler along with associated pipe (|) delimited data

tyler

TECHNOLOGIES

APPRAISAL & TAX

CITIZEN SERVICES

COURTS & JUSTICE

DOCUMENT MANAGEMENT

EDUCATION

FINANCIAL MANAGEMENT

LAND & VITAL RECORDS

PENSION MANAGEMENT

PUBLIC SAFETY

SOFTWARE AND SERVICES
FOR THE PUBLIC SECTOR

City of San Antonio, TX - Municipal Court
March 27, 2009

CLIENT COPY

INCODE PRODUCT DIVISION

5808 4th Street
Lubbock, Texas, 79416

P. 800-646-2633

F. 806-797-0761

www.tyler-incode.com

January 6, 2009

Fred Garcia
City of San Antonio – Municipal Court
401 S. Frio Street
San Antonio, TX 78201

Dear Mr. Garcia,

We appreciate the trust and confidence you have placed in Tyler Technologies by choosing to purchase our Court Case Management Solution for the City of San Antonio. We will do our best to honor your trust with quality products and support.

I am enclosing Tyler Technology's standard agreements for you to review. These agreements outline the products and services purchased and the governing language establishing our respective responsibilities. During your review, if you have any questions about these agreements, please call Lee Midkiff or myself.

Please return an executed copy of these agreements to Tyler Technologies, attn: Lori Dudley Sales Administration Manager, via Federal Express or UPS. If the agreements are not returned within 90 days from the issue date, they will be voided and prices are subject to change. Additionally, please keep one copy for your records.

In addition, please return a completed copy of your state's Sales and Use Tax Exemption Certification and/or Resale Certificate. We are required to charge sales tax unless we receive this documentation. Also, please verify the files to be converted by Tyler Technologies, if any. If all the files that you have requested to be converted are not included in these agreements, then please notify us immediately.

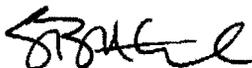
When the signed and executed agreements have been received by the Tyler Technologies office, implementation will proceed. You will receive communication regarding the following documents:

- A Customer Survey
- The Hardware System Requirements
- Sample Forms Packet (if applicable)
- Conversion Statement (if applicable)
- Customer Signature Page
- Additional items as needed

Once the appropriate items are reviewed, completed and returned to Tyler Technologies, our Scheduling Coordinator will contact you to facilitate the implementation process.

Again, thank you for choosing Tyler Technologies. We look forward to working with you and the other staff members at the City of San Antonio.

Sincerely,



Brett Cate
President, INCODE Solution

CONTRACT AND LICENSING AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

TYLER TECHNOLOGIES, INC.

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CONTRACT AND LICENSING AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

TYLER TECHNOLOGIES, INC.

CONTRACT AND SOFTWARE LICENSING AGREEMENT

1.0 INTRODUCTION

1.1 This Contract and Software Licensing Agreement, Contract ID # 2009-0003 (this "Agreement", or this "System Purchase Agreement") is made and entered into effective the last date of signature below, by and between the City of San Antonio, a Texas Home Rule Municipal Corporation ("San Antonio" or "CITY"), located at 100 Municipal Plaza, San Antonio, Texas 78205, and Tyler Technologies, Inc., with offices at 5808 4th Street, Lubbock, Texas 79416 ("TYLER"), referred to collectively herein as the "Parties".

1.1.1 TYLER agrees that member agencies of the Alamo Area Council of Government (AACOG) counties may purchase Software licenses and services under the terms and conditions of this Agreement. Pricing and payment terms will be negotiated at the time of such purchase, and the applicable Statement of Work will be developed.

1.2 This Agreement is for the purchase of an integrated Computer System (the "System") consisting of TYLER'S standard, "out-of-the-box" Criminal Court Case Management and Centralized Cash Collections System as more fully described in the Functional Specifications, Addendum A-6, which shall be implemented in various Phases. The items being purchased under this Agreement are specified in Addenda of this Agreement.

1.3 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, CITY and TYLER agree as follows:

2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

- | | | |
|-----|--------------|---|
| (a) | Addendum A-1 | Statement of Work |
| (b) | Addendum A-2 | Interfaces |
| (c) | Addendum A-3 | Tyler Technologies, Inc. Support and Maintenance Fees and Terms |
| (d) | Addendum A-4 | Payment Terms |
| (e) | Addendum A-5 | Contract Price Summary |
| (f) | Addendum A-6 | Functional Specifications |

- (g) Addendum B Project Managers/Project Leader
- (h) Addendum C TYLER TECHNOLOGIES, INC. Source Code Escrow Agreement
- (i) Addendum D Critical Priority Software Errors
- (j) Addendum E Business Travel Procedures
- (k) Addendum F Tyler Content Manager

3.0 DEFINITIONS

3.1 "Acceptance" or "Accept" means the processes described in Section 10 herein.

3.2 "Acceptance Test Procedure" or "ATP" means TYLER's standard Functional Acceptance Test procedure with respect to the Deliverables hereunder.

3.3 "Change Order" means a written order signed by the CITY's Project Leader or his designee, and TYLER's Project Manager authorizing a change in the Statement of Work, Specifications, Project Schedule, Deliverable, or additional work to be performed by TYLER hereunder. To the extent a Change Order is intended to authorize TYLER to perform additional work outside the scope of the Statement of Work, such Change Order shall identify the cost and payment terms for such additional work.

3.4 "CITY Project Leader" means the person identified on Addendum B (or such other person as may be designated in writing by CITY to TYLER to replace such person) and shall serve in the role as set forth in Section 9.6 herein.

3.5 "CITY Project Manager" means the person identified on Addendum B (or such other person as may be designated in writing by CITY to TYLER to replace such person) and shall serve in the role as set forth in Section 9.3.2 herein.

3.6 "Contract Price" means the total of the purchase price of the items as specified in Addendum A-5, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum A-5, any applicable sales, use, value added, or other such governmental charges.

3.7 "Court(s)" means, individually or collectively as the case may be, each of the CITY's nine municipal courts to which TYLER shall implement its Software, Hardware and Service Products in accordance with the Statement of Work and Project Schedule.

3.8 "Data Warehouse" means a Server or other storage unit on which CITY's data resides for archival purposes.

3.9 "Deliverable" means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.10 "Delivery" with means physical delivery of all components of each Deliverable to the CITY's designated site.

3.11 "Documentation" means any standard user manuals or other related instructional and/or reference materials, provided by TYLER or other Software Vendors, including on-line help information and Release Notes issued in connection with Updates.

3.12 "Equipment" means the computer system equipment specified in Addendum A-5 of this Agreement. TYLER may substitute equipment for that specified in Addendum A-5 provided that such equipment will meet the requirements of the Specifications and this Agreement, and is agreed upon by the CITY'S Project Manager.

3.13 "Final System Acceptance" has the meaning set forth in Section 10.6 herein, the criteria for which will be established as a deliverable in Phase 1.

3.14 "Functional Acceptance" means TYLER's testing of each of its Software Products in accordance with the ATP as set forth in Section 10 herein.

3.15 "Go Live" means the event that occurs when a Court first uses a System for Live Operations. A separate Go Live for each Court may take place with respect to each Software Product, each Interface, and each Modification, if applicable.

3.16 "Go Live Acceptance" has the meaning set forth in Section 10.5 herein. Go Live Acceptance testing criteria shall be established as a deliverable in Phase 1.

3.17 "Help Desk" means the TYLER function consisting of receiving calls from CITY concerning System problems as more particularly described in Addendum A-3.

3.18 "Installation" with respect to each Software Product means the Delivery and installation of the Software Product at the CITY's designated site as required for Functional Acceptance testing.

3.19 "Interface", collectively or individually, means the device communication software described in Addendum A-2.

3.20 "Live Operations" means use of a Software Product which is functioning and accepted as described in Final Acceptance.

3.21 "Milestones" means the completion of a major Deliverable for a Court as set forth in the Project Schedule and Statement of Work.

3.22 "Modifications" means changes or additions to Software Products from the standard version thereof prepared hereunder. The Modifications, if any, are described in the appropriate Statement of Work, Addendum A-1.

3.23 "Object Code" means any instruction or set of instructions of a computer program in machine-readable form.

3.24 "Out of the Box Functionality" means the features, functions and capabilities which exist in Tyler's Criminal Court Case Management system without significant modifications or enhancements, as described in Addendum A-6.

3.25 "Phase" means the mutually agreed upon deliverables of the project as set forth in the Project Schedule.

3.26 "Primary Computer System" means one or more servers and multiple computer Workstations operating on a local or wide area network.

3.27 "Project Schedule" means the mutually agreed upon schedule setting forth the timelines for meeting Project milestones and Deliverables for both TYLER and the CITY. The Project Schedule is subject to change at the mutual agreement of the Party's Project Mangers.

3.28 "Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

3.29 "Software Products" means, collectively or individually, TYLER's standard, "out-of-the-box" computer programs containing the functionality set forth in the Specifications on Addendum A-6, which are identified on Addendum A-5 and shall be provided to the CITY under this Agreement and comprising the System, subject to any Change Orders.

3.30 "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event TYLER (or another Software Vendor) is unable to reproduce the Software Error at its facilities, TYLER will, at CITY's request, visit CITY's premises at CITY's expense. If it is determined that the problem was caused by hardware, Software, services or other items not supplied or not authorized by TYLER, CITY shall reimburse TYLER for its labor costs for such on site visit, at TYLER's then current rates for consulting.

3.31 "Software Support" means Telephone Support, Software Error Correction, and Software Update services provided by TYLER (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in Addendum A-3.

3.32 "Software Support Agreement" means the terms and conditions of TYLER's Software Support as set forth on Addendum A-3.

3.33 "Source Code" means the original mnemonic or high-level statement version of Software.

3.34 "Specifications" means TYLER's standard Functional Requirements and ATP, which are set forth on Addendum A-6.

3.35 "Statement of Work" means the mutually agreed upon statement of work, which shall be developed as a deliverable during Phase I and attached hereto as Addendum A-1, in substantially similar form to the currently attached Addendum A-1 it will replace.

3.36 "System" means collectively all of the Software Products, Equipment, and Third Party Software comprising the integrated computer system sold or licensed to CITY under this Agreement and set forth on Addendum A-5.

3.37 "Telephone Support" means the telephone support service provided by TYLER as described in Addendum A-3.

3.38 "Third Party Software" means the third party software identified in Addendum A-5, which includes, without limitation, operating system software, DBMS Software, and communications software.

3.39 "TYLER Project Manager" means the person identified on Addendum B and shall serve in the role as set forth in Section 9.3.1 herein.

3.40 "Update" means revisions or additions to Software provided by the Vendor. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

3.41 "Use" means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.42 "User" means the operator of a System Workstation that is configured to access and/or utilize the capabilities and features of the System.

3.43 "Vendor" means any supplier of hardware, software or services under this Agreement, including TYLER, Third Party Software suppliers, and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

3.44 "Warranty Period" means the period starting at Go Live Acceptance for each Court and ending six (6) months thereafter. Maintenance shall be paid according to the schedule in Exhibit A-3.

3.45 "Workstation" means any computer input station that utilizes the functionality of a System, whether the software resides locally or on a Server.

3.46 "Year 2000 Compliant" means, with respect to Software Products, that the Software Products accurately processes date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information

technology, used in combination with the other System software, properly exchanges date/time data with it.

4.0 PRICES AND PAYMENT; PROJECT PHASES

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The total Contract Price for the purchased and/or licensed items hereunder is \$1,887,030, with payments to be made as specified in Addendum A-4 Payment Terms.

4.2 All amounts due and payable to TYLER hereunder shall, if not paid when due, bear a late charge equal at the amount allowed by the Texas Prompt Payment Act. The remittance address for payments only is:

Tyler Technologies, Inc.
PO Box 678151
Dallas, Texas 75267-8151

4.3 TYLER's implementation of the System will occur in the following three Phases, each of which will be comprised of various Milestones and triggers the payment obligations set forth on Addendum A-4: (a) Phase One, consisting of Contract Signing, Gap Analysis, Project Schedule Acceptance, Acceptance Criteria, and Installation of Certain Hardware and Software; (b) Phase 2, consisting of implementation and acceptance of TYLER's Software Products in the first two Courts; and (c) Phase 3, consisting of implementation and acceptance of TYLER's Software Products in the CITY's remaining seven Courts. The Statement of Work and Project Schedule governing the implementation of the System and which shall identify the order of implementation for the CITY's Courts shall be mutually developed and agreed to during Phase One, and upon such agreement, shall be attached hereto as Addendum A-1. The CITY acknowledges that this Agreement and the corresponding Statement of Work is for the implementation of TYLER's standard, "out-of-the-box" Software Products, subject to any agreements to the contrary as may be set forth in the Statement of Work or a Change Order. Notwithstanding that, the CITY may request work outside the Statement of Work or may otherwise amend the Statement of Work through a Change Order.

5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum A-5 of this Agreement, and the other promises, covenants and conditions herein, CITY is granted the following licenses to the Software Products and Third Party Software. Additional software licenses purchased subsequent to the signature date of this Agreement either by the CITY, shall also be subject to the licensing provisions of this Agreement:

5.1.1 The TYLER Software Products: A perpetual, nontransferable, nonexclusive right and license to Use the TYLER Software Products and the Documentation for said Software Products for CITY's own internal use for the applications described in the Statement of Work, at Client's site, in the quantity set forth in Addendum A-5, and on the

Equipment set forth in Addendum A-5. CITY may make additional copies of the TYLER Software Products as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 11.0 herein.

5.1.1.1 CITY shall be entitled to have a copy of the TYLER Software Products residing on the Primary Server(s), the Back-up Server(s) and the Data Warehouse.

5.1.1.2 Notwithstanding anything to the contrary in this Section, the TYLER Software Products are designed to enable CITY to develop original applications which interface with the TYLER Software Products. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the TYLER Software Products or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, CITY shall not acquire any right, title or interest in the TYLER Software Products by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TYLER shall not acquire any right, title or interest in such CITY developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 Third Party Software: The licenses set forth in the applicable Vendor's license agreements that accompany such Third Party Software.

5.2 Except as otherwise provided at section 14.1.4 herein, title to all software provided to CITY under this Agreement remains with the Vendor of such software. The applicable software Vendor retains all rights to its specific software and the associated Documentation not expressly granted in this Agreement.

5.3 The Software Products may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide Court Case Management and/or Centralized Cash Collections to third parties.

5.4 CITY shall not Use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software Products or any Third Party Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor.

5.5 The software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code except as otherwise provided under Section 14.0 (Source Code Escrow). Without limiting the generality of the foregoing, except as provided in Section 14.0, CITY is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Equipment. The loading and/or using of Source Code to any Software Products by TYLER or its employees, agents or Subcontractors on the Equipment or any other computer system equipment shall not constitute a waiver of this

provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.

5.6 CITY may not export any Software Products, Third Party Software, or Documentation outside the United States without further written agreement of TYLER. In the event of such agreed export, CITY agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.

5.7 These licenses are effective until surrendered or terminated in accordance with Section 15.1 hereunder or under the terms of the applicable software license agreements.

5.8 CITY may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in paragraph 15.3 of this Agreement, or the applicable software license agreement. Such surrender shall not affect TYLER's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

6.0 DELIVERY, INSTALLATION, TITLE AND RISK OF LOSS

6.1 TYLER will Deliver the items purchased and/or licensed hereunder pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY section (22.0) of this Agreement, and further subject to delays caused by the actions or omissions of CITY. Unless specifically identified as a TYLER task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components is the responsibility of CITY. The Parties agree that time is of the essence with respect to each Party meeting its respective Milestones and Deliverables in accordance with the Project Schedule. Neither Party shall be in default for delays due to an event of Force Majeure, delays caused by the CITY, or mutually agreed upon changes to the Project Schedule, and any such changes and delays will correspondingly adjust the remainder of the schedule.

6.2 TYLER will Deliver and Install the Software Products as described in the Statement of Work and as set forth below. The completion of Installation of the Software Products requires certain actions by the CITY, as more fully set forth in the Statement of Work. The Delivery and Installation schedule set forth herein is contingent upon the CITY's timely completion of its required actions. Delays by the CITY in completing its required actions, or delays beyond TYLER's control as described under Section 22.0 of this Agreement, may cause a modification to the Delivery and Installation schedule and procedure. In the event of such delays, the Delivery and Installation schedule shall be revised as mutually agreed to by the Parties in writing. In the absence of such agreement, the schedule will be adjusted on a day for day basis, or as otherwise required as a result of the delay(s).

6.3 Following Delivery and Installation of the Software Products, TYLER will provide the CITY with training for the Software Products as specified in the Statement of Work. If the CITY is not available for training at the scheduled time, a revised training schedule will be established based upon the mutual agreement of TYLER and the CITY. Any delay in performance of this Agreement resulting from such changes to the training schedule shall be

deemed to be an Excused Delay under Section 22.0 herein and shall not result in a breach of this Agreement by TYLER.

6.4 TYLER will initiate User, Train the Trainer, and System Administrator training, pursuant to the provisions of the applicable TYLER training program and as specified in the Statement of Work.

6.5 Implementation of Live Operations with any System shall not occur (except for operations necessary to conduct Acceptance Tests pursuant to the Acceptance Test Procedure referred to in Section 10.0) until completion of the applicable Acceptance Test Procedure and Functional Acceptance of the System by CITY.

6.6 Implementation of the Interfaces and Modifications will be based upon the schedule set forth in the Statement of Work or otherwise mutually agreed upon by TYLER and the CITY.

6.7 CITY shall perform the CITY Required Actions described in the Statement of Work in a timely manner.

6.8 Except as otherwise provided in section 14.1.4 herein, title to all software provided under this Agreement shall remain with the Vendor thereof.

6.9 Risk of loss of any Deliverable shall be borne by TYLER until Delivery of the Deliverable to CITY. Thereafter, the risk of loss shall be borne by CITY.

6.10 CITY shall pay all freight charges associated with Delivery of the System (including initial delivery to TYLER facilities and final Delivery to the applicable Designated Location) which shall be paid according to the payment terms in Addendum A-4.

7.0 SITE PREPARATION

7.1 CITY agrees to provide, at its own expense, those required facilities and equipment specified by TYLER in writing, to meet the hardware/software configuration requirements and the requirements for proper electrical power quality and other computer facility resources. CITY shall also provide and maintain during the term of this Agreement, a data connection, not supported via dial-up, in each area where a Server or interface equipment is located. Such facilities and equipment shall be in place and operational prior to Delivery of the items purchased and/or licensed under this Agreement.

7.2 TYLER shall assist CITY in meeting its obligations under this section by providing the necessary guidelines and specifications for site preparation.

8.0 [RESERVED]

9.0 SERVICES

9.1 TYLER will provide those services specified in the Statement of Work, which is attached hereto and incorporated herein by reference. Any services desired by CITY in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of TYLER personnel and to TYLER's then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, TYLER will provide a written quotation detailing the associated price to be paid for such services.

9.2 The work to be performed shall include the furnishing of all labor, materials, Equipment, drawings, engineering and services specified in this Agreement or Statement of Work. (Nothing herein shall be construed as providing Source Code to any software except as provided in Section 14.0 of this Agreement (Source Code Escrow).

9.3 Project Managers.

9.3.1 TYLER Project Manager. The TYLER Project Manager designated on Addendum B will act as its representative and single point of contact, and to monitor its employees in the Delivery and Installation of the Software Products provided under this Agreement. TYLER's Project Manager will coordinate and meet with the CITY Project Manager as may be reasonably required to discuss any operational issues or the status of the Project. TYLER shall not change TYLER Project Managers without CITY's prior written approval, which approval shall not be unreasonably withheld or delayed. In the event of unforeseen circumstances such as, but not limited to, termination, illness, or death, TYLER may appoint a replacement TYLER Project Manager of equivalent skill level, and shall notify CITY with as much written notice as is reasonably possible.

9.3.2 CITY Project Manager. The CITY Project Manager designated on Addendum B will act as the CITY's designated project representative and shall be responsible and have authority to work with the TYLER Project Manager for the implementation of the System. All instructions and direction from the CITY with respect to the implementation of the System shall be conveyed to Tyler through the CITY Project Manager only, and Tyler may rely solely on any such communication from the CITY Project Manager in implementing the System.

9.4 Travel costs incurred by TYLER in connection with services rendered under this Agreement, identified in Addendum D, shall be paid according to the payment terms in Addendum A-4. All travel and expenses will be governed by Addendum D, Business Travel Procedures, unless approved in advance by the City Project Leader.

9.5 key personnel assigned by TYLER shall be those personnel who are the CITY's primary contact for TYLER with respect to implementation of this Project. The CITY shall have the right to require that TYLER remove or reassign any person (whether an employee of TYLER, or otherwise, including but not limited to any Key Person) who has been assigned to undertake or perform any responsibility or obligation of TYLER under this Agreement and who, in the good faith and reasonable judgment of the CITY's Project Leader and after consultation

with TYLER's Project Leader, has not achieved or no longer meets the CITY's reasonable expectations for such activity or does not have a professional working relationship with CITY Project staff. The CITY shall give written notice to TYLER of the CITY's disapproval of such person's continued involvement in the performance of TYLER responsibilities and obligations under this Agreement. TYLER shall arrange for the assignment of a replacement having at least equivalent professional qualifications as soon as reasonably possible, but in any event, within thirty (30) days after receipt of such notice.

9.5.1 In the event that any key person shall cease to be employed by TYLER or other unforeseen circumstance such as illness or death requires a change in Key Personnel, TYLER shall use commercially reasonable efforts provide to the CITY the assignment of an individual with equal or greater qualifications as a replacement, upon approval of the CITY.

9.6 The CITY Project Leader designated on Addendum B will approve all Change Orders and major milestone changes.

10.0 ACCEPTANCE

10.1 Acceptance testing shall consist of (a) Functional Acceptance testing for each of the Software Products in accordance with the applicable ATP (as established by the Acceptance Test Criteria in the Statement of Work), (b) Go-Live Acceptance Test for each Court, and (c) Final System Acceptance, each as defined below.

10.2. Functional Acceptance Testing. The Functional Acceptance tests shall fully test each Software Product in accordance with the ATP, and the applicable ATP shall provide the criteria against which the Software Product is tested. TYLER will repeat any failed ATP once the issue that caused the ATP to fail has been corrected. CITY reserves the right to test each Software Product up to three times before considering the individual acceptance test a failure.

10.2.1 Software Product failures are failures that render the Software Products substantially unusable and/or inoperable, and are therefore considered to be operationally unacceptable by the City's Project Manager.

10.2.2 Software Product Errors that minimally reduce the Software Product's operability and usability and do not cause the Software Product to be inoperable or affect the CITY's ability to Go Live shall be resolved in accordance with the applicable Software Support Agreement and shall not be considered a cause for failure of the ATP, unless defined as necessary in the Acceptance Test Criteria.

10.2.3 In the event that during the Functional Acceptance test, a Software Error is identified that does not meet the Specifications, but does not reduce System operability and usability and does not affect the CITY's ability to Go Live, the Parties agree that the issue may be resolved in accordance with the applicable Software Support Agreement and such change shall not be considered a cause for failure of the ATP unless defined as necessary in the Acceptance Test Criteria.

10.2.4 In the event that during the Functional Acceptance test a Software Error or lack of System functionality is identified that substantially reduces System operability and usability, but does not affect the CITY's ability to Go Live, the issue shall be documented, and a resolution plan agreed upon between the parties. The parties agree that such event shall not be cause for failure of the ATP as a whole, and that once resolved the Software Error or function shall be retested in accordance with a revised ATP to test the specific issue. If the issue is not resolved until after Go Live, the CITY may elect to withhold a percentage from the Go Live payment milestone that approximates the value of the Deliverable.

10.3 TYLER shall define/document the cause of any problem with a System which causes the ATP to fail, and will also document Software Errors detected during the ATP. TYLER shall facilitate the resolution of, and shall furnish the corrective action to fix, any failure of the Software Products in order to repeat the ATP as defined in the Statement of Work. Software Errors that do not cause the Software Products to fail will be documented with a resolution plan. In the event that a problem or failure is caused by a problem with any product or facility provided by CITY, TYLER's obligations to facilitate resolution and/or furnish the corrective action shall be met by diagnosing the problem and advising the CITY on how the problem or failure can be corrected.

10.4 Following completion of the Functional Acceptance tests, the applicable Software Products will be ready for Go Live at each Court.

10.5 Go Live Acceptance Test. Following Go-Live for each of the Software Products installed at each Court, a thirty (30) consecutive day system-wide integration test period shall be conducted. At the successful conclusion of such integration test period which meets the established Acceptance Test the Parties shall jointly acknowledge in writing that the applicable Court has passed the Go Live Acceptance Test.

10.6 Final System Acceptance. Final System Acceptance shall be deemed to occur when each Court has successfully passed the Go Live Acceptance Test. At such time, TYLER shall invoice the CITY for the Final System Acceptance hold-back payment in accordance with Addendum A-4 hereto.

10.7 Functional Acceptance, Go Live Acceptance, and Final System Acceptance shall be based on the Specifications for the products and services provided under this Agreement and defined in the Statement(s) of Work, excluding any changes authorized through a mutually agreed upon Change Order.

11.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1 The copyright to all software and Documentation licensed under this Agreement is owned by the Vendor thereof. Said software and documentation is licensed, not sold. Nothing in this Agreement shall be construed as conveying title in any such software or Documentation to CITY.

11.2 Provided that CITY's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, TYLER agrees to maintain CITY's confidential business information and confidential data to which TYLER gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Notwithstanding the above, the applicable Vendor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to software or Documentation. CITY shall acquire no intellectual property ownership rights to any software or Documentation delivered hereunder as a result of such use, whether as author, joint author, or otherwise.

11.3 CITY understands and agrees that the software and Documentation delivered hereunder (including, without limitation, the Software Products and Documentation), including, but not limited to, the Source Code, Object Code, ATPs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Vendor Proprietary Information") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage.

11.4 CITY agrees during the term of this license, and thereafter, to hold the Vendor Proprietary Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for CITY's exercise of the license rights granted hereunder; as required by court order; or as required by law (including, but not limited to the Texas Public Information Act).

11.4.1 Without limiting the generality of the foregoing, except as provided in Section 14.0 (Source Code Escrow), in the event Source Code is loaded on the Equipment, or other computer system equipment at any CITY site or any other location in connection with TYLER's performance under this Agreement, or for any other purpose, CITY shall keep such Source Code strictly confidential and shall not, without the written authorization of TYLER, access, use, copy, modify, distribute, disclose or otherwise exercise or permit the exercise of any rights to such Source Code by any person, including but not limited to CITY's employees, agents or contractors. This provision is intended by the Parties to prohibit, among other things, CITY access to Source Code by any person and for any reason unless expressly authorized by Section 14.0 (Source Code Escrow) herein.

11.5 CITY shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, de-compilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

11.6 CITY shall inform TYLER promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of the Vendor Proprietary Information.

11.7 CITY acknowledges that the information contained in Addenda to this Agreement which is marked with the legend "PROPRIETARY DATA" is likewise Vendor Proprietary Information which may not be copied, disclosed, distributed or otherwise disseminated to third parties without the written authorization of TYLER. CITY shall comply with said legend in all respects and shall promptly inform TYLER of any unauthorized disclosure of such information.

11.8 If any Vendor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, CITY shall (i) provide to TYLER written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to TYLER a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Vendor Proprietary Information.

11.9 The obligations specified under the CONFIDENTIALITY AND PROPRIETARY RIGHTS section of this Agreement shall survive the termination or rescission of this Agreement.

12.0 LIMITED WARRANTIES

12.1 The TYLER Software Products. TYLER warrants that, during the Warranty Period, the TYLER Software Products will perform in substantial conformity with the Specifications. If, during the Warranty Period, CITY determines that a warranty defect exists in the TYLER Software, CITY shall notify TYLER during Normal TYLER Technical Services Hours (7:00 a.m. to 7:00 p.m., CST, Monday through Friday, excluding holidays). TYLER shall, at its option, correct the defect, or replace the TYLER Software. The foregoing warranty does not include Updates or upgrades, or 24x7 Help Desk services.

12.1.2 TYLER further represents and warrants that the TYLER Software Products, including Updates thereto, shall be Year 2000 Compliant. However, the foregoing warranty is subject to and conditional upon (i) CITY operating the most current version of the TYLER Software Products offered to it, (ii) CITY maintaining in force a current Software Support Agreement for the TYLER Software and (iii) Year 2000 Compliance of hardware, firmware, software, data and other facilities with which the TYLER Software operates, interfaces or otherwise communicates. **TYLER makes no Year 2000 representations or warranties, express or implied, with respect to Equipment, Third Party Software, Hardware or other firmware, software, data or other facilities manufactured, developed and/or provided by third parties. CITY's sole remedy with respect to the foregoing warranty shall be to receive an Update to the TYLER Software Products that is Year 2000 compliant.**

12.1.3 TYLER further warrants and represents that the TYLER Software Products do not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by TYLER to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the TYLER Software Products. [REDACTED]



~~Copyright © 2009 Tyler Technologies, Inc. All rights reserved. 12.1.4.5, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, aa, ab, ac, ad, ae, af, ag, ah, ai, aj, ak, al, am, an, ao, ap, aq, ar, as, at, au, av, aw, ax, ay, az, ba, bb, bc, bd, be, bf, bg, bh, bi, bj, bk, bl, bm, bn, bo, bp, bq, br, bs, bt, bu, bv, bw, bx, by, bz, ca, cb, cc, cd, ce, cf, cg, ch, ci, cj, ck, cl, cm, cn, co, cp, cq, cr, cs, ct, cu, cv, cw, cx, cy, cz, da, db, dc, dd, de, df, dg, dh, di, dj, dk, dl, dm, dn, do, dp, dq, dr, ds, dt, du, dv, dw, dx, dy, dz, ea, eb, ec, ed, ee, ef, eg, eh, ei, ej, ek, el, em, en, eo, ep, eq, er, es, et, eu, ev, ew, ex, ey, ez, fa, fb, fc, fd, fe, ff, fg, fh, fi, fj, fk, fl, fm, fn, fo, fp, fq, fr, fs, ft, fu, fv, fw, fx, fy, fz, ga, gb, gc, gd, ge, gf, gg, gh, gi, gj, gk, gl, gm, gn, go, gp, gq, gr, gs, gt, gu, gv, gw, gx, gy, gz, ha, hb, hc, hd, he, hf, hg, hh, hi, hj, hk, hl, hm, hn, ho, hp, hq, hr, hs, ht, hu, hv, hw, hx, hy, hz, ia, ib, ic, id, ie, if, ig, ih, ii, ij, ik, il, im, in, io, ip, iq, ir, is, it, iu, iv, iw, ix, iy, iz, ja, jb, jc, jd, je, jf, jg, jh, ji, jj, jk, jl, jm, jn, jo, jp, jq, jr, js, jt, ju, jv, jw, jx, jy, jz, ka, kb, kc, kd, ke, kf, kg, kh, ki, kj, kk, kl, km, kn, ko, kp, kq, kr, ks, kt, ku, kv, kw, kx, ky, kz, la, lb, lc, ld, le, lf, lg, lh, li, lj, lk, ll, lm, ln, lo, lp, lq, lr, ls, lt, lu, lv, lw, lx, ly, lz, ma, mb, mc, md, me, mf, mg, mh, mi, mj, mk, ml, mm, mn, mo, mp, mq, mr, ms, mt, mu, mv, mw, mx, my, mz, na, nb, nc, nd, ne, nf, ng, nh, ni, nj, nk, nl, nm, nn, no, np, nq, nr, ns, nt, nu, nv, nw, nx, ny, nz, oa, ob, oc, od, oe, of, og, oh, oi, oj, ok, ol, om, on, oo, op, oq, or, os, ot, ou, ov, ow, ox, oy, oz, pa, pb, pc, pd, pe, pf, pg, ph, pi, pj, pk, pl, pm, pn, po, pp, pq, pr, ps, pt, pu, pv, pw, px, py, pz, qa, qb, qc, qd, qe, qf, qg, qh, qi, qj, qk, ql, qm, qn, qo, qp, qq, qr, qs, qt, qu, qv, qw, qx, qy, qz, ra, rb, rc, rd, re, rf, rg, rh, ri, rj, rk, rl, rm, rn, ro, rp, rq, rr, rs, rt, ru, rv, rw, rx, ry, rz, sa, sb, sc, sd, se, sf, sg, sh, si, sj, sk, sl, sm, sn, so, sp, sq, sr, ss, st, su, sv, sw, sx, sy, sz, ta, tb, tc, td, te, tf, tg, th, ti, tj, tk, tl, tm, tn, to, tp, tq, tr, ts, tt, tu, tv, tw, tx, ty, tz, ua, ub, uc, ud, ue, uf, ug, uh, ui, uj, uk, ul, um, un, uo, up, uq, ur, us, ut, uu, uv, uw, ux, uy, uz, va, vb, vc, vd, ve, vf, vg, vh, vi, vj, vk, vl, vm, vn, vo, vp, vq, vr, vs, vt, vu, vv, vw, vx, vy, vz, wa, wb, wc, wd, we, wf, wg, wh, wi, wj, wk, wl, wm, wn, wo, wp, wq, wr, ws, wt, wu, wv, ww, wx, wy, wz, xa, xb, xc, xd, xe, xf, xg, xh, xi, xj, xk, xl, xm, xn, xo, xp, xq, xr, xs, xt, xu, xv, xw, xx, xy, xz, ya, yb, yc, yd, ye, yf, yg, yh, yi, yj, yk, yl, ym, yn, yo, yp, yq, yr, ys, yt, yu, yv, yw, yx, yy, yz, za, zb, zc, zd, ze, zf, zg, zh, zi, zj, zk, zl, zm, zn, zo, zp, zq, zr, zs, zt, zu, zv, zw, zx, zy, zz~~

12.1.4 If the TYLER Software Products are unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by TYLER for actions necessary to correct or work-around such factors:

12.1.4.1 Modification of the TYLER Software Products, Third Party Software or Equipment by CITY or a third party whether or not permitted hereunder.

12.1.4.2 Misuse or neglect, including without limitation failure to use the TYLER Software Products as described in the Documentation, or other instructions provided by TYLER.

12.1.4.3 Software not provided by TYLER, not approved by TYLER in writing or not specified as compatible in the Documentation.

12.1.4.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of CITY to provide and maintain the site and facility requirements described in Section 7.0 herein, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment listed in Addendum A-5.

12.1.4.5 Equipment or Software provided by third parties with which the TYLER Software Products interface or operate (including but not limited to Third Party Software), including but not limited to problems caused by changes in such Equipment or Software. If such changes occur which require modifications or other actions with respect to the TYLER Software Products, such modifications or actions shall (unless identified in the Addendum A-5 as a line item in this Agreement) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by TYLER at its then current rates for engineering and technical support.

12.1.4.6 After the Warranty Period, TYLER's obligations with respect to operation of the items purchased and/or licensed hereunder shall be as specified in the Software Support Agreement.

12.2 Equipment, Third Party Software, and any other items provided under this Agreement and not manufactured by TYLER (collectively "Third Party Items"). Third Party Items are warranted by the manufacturers or Vendors thereof, not by TYLER. TYLER shall pass through to CITY any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items CITY determines that they do not perform as warranted, CITY shall contact TYLER using the procedures described in the Software Support Agreement. TYLER shall perform Help Desk functions by receiving calls and providing reasonable assistance to CITY in determining the causes of the reported problem and in assisting CITY in making claims under applicable third party warranties. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TYLER Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor.

As part of the evaluation process, TYLER will share with the CITY non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TYLER to diagnose the Third Party Item as the likely cause and which may aid the CITY in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TYLER Software and is not caused by a CITY specific installation or configuration of the O/S, TYLER will work with Microsoft to coordinate the resolution. Notwithstanding the foregoing, TYLER warrants that, during the Warranty Period for the TYLER Software, the TYLER Software shall be compatible with the Third Party Items (i.e., shall communicate, share data and otherwise work together without additional software or hardware not provided under this Agreement) provided that all System components are used and maintained by CITY as specified or instructed by TYLER, or the respective Vendors thereof, provided further that such items have not been changed since the Delivery thereof such that the TYLER Software is no longer compatible without modification, and provided further that such items are Year 2000 Compliant.

12.2.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace ("ergonomic characteristics") affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, TYLER disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items. CITY shall adopt and regularly practice generally accepted workplace safety practices to promote safety and prevent injury from the use of such items and shall hold TYLER harmless from and against all claims, actions or proceedings related to the ergonomic characteristics of such items and injuries related to or caused therefrom.

12.3 TYLER MAKES AND CITY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.0 MAINTENANCE AND SOFTWARE SUPPORT

13.1 The TYLER Software Products. The initial term of annual Software Support shall begin on the first of the month six months following Go Live Acceptance for the TYLER Software (thirty [30] days post-Go Live) of each Court. If the CITY fails to enter into, or keep an annual Software Support Agreement for the TYLER Software in effect, any later resumption of annual Software Support services by TYLER shall be subject to payment by the CITY of all past unpaid annual Software Support fees in addition to the Software Support fee for the current support year. The CITY acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TYLER to further development, enhancement and support of the TYLER Software must be spread over TYLER's customer base and fairly shared by all TYLER Software users. In the absence of a currently effective annual Software Support Agreement, any Telephone Support, Software Error correction and/or software Update services requested by CITY and agreed to by TYLER shall be subject to TYLER's support policies then in effect, the availability of its support personnel and resources and its then current time and material rates, plus Update license fees, expenses and other charges.

13.2 If, at any time after installation of the Software Products, CITY desires to load on a Workstation any software not provided by TYLER, it shall, before loading such software, contact the TYLER Technical Services Department at the telephone numbers listed in the Software Support Agreement for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation, nor any express or implied warranty, representation or other obligation by TYLER with respect to such software, including but not limited to its suitability, operability or capability to meet CITY's needs or expectations.** CITY agrees that if the loading of such third party software degrades the performance of the Software Products, CITY shall immediately uninstall such software. Except as otherwise provided in Section 12, Limited Warranties, TYLER shall not be responsible for any problems or damages caused by the installation of such third party software.

14.0 SOURCE CODE ESCROW

14.1 TYLER Software Products. Subject to payment of the applicable escrow fees by CITY and CITY's execution of the applicable escrow documents, TYLER shall, on or before the occurrence of Go Live for the TYLER Software Products (less Interfaces and Modifications), enroll CITY as a Beneficiary of the applicable TYLER Source Code escrow account (Safe Agreement) with Iron Mountain Intellectual Property Management (the "Escrow Agent"). A copy of TYLER's Source Code Escrow Agreement is attached at Addendum C. The location of the escrow shall be Iron Mountain's storage facilities in Norcross, GA. CITY shall pay all escrow fees and expenses associated with the Escrow, including but not limited to first year fees (which are included as a line item in the Contract Price), renewal year fees, and fees for additional services, if any, selected by CITY. TYLER shall, not less than annually, deposit in Escrow updated Source Code containing (i) all Updates to the TYLER Software Products released during the preceding year and (ii) any TYLER Software Modifications released for live operations during the preceding year. Source Code Escrow shall be kept in effect until (i) CITY gives TYLER written notice of termination of the escrow, (ii) the escrow is canceled by the Escrow Agent due to non-payment of escrow charges by CITY, or (iii) this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the TYLER Software Products hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms in Section 5.0, except as modified below.

14.1.2 Source Code shall be released to CITY only upon the occurrence of and only during the duration of the following condition:

14.1.2.2 TYLER's failure to continue to do business in the ordinary course due to bankruptcy.

14.1.3 The escrowed Source Code and other material released to CITY hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited

only to those with a need to know for purposes of software maintenance. Any person or entity granted access shall be required to agree in writing to comply with this paragraph. TYLER shall, upon request, be provided with a copy of such agreement(s).

14.1.4 Provided that a release of Source Code is rightfully made hereunder, CITY is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term "software maintenance" means correction of software errors and preparation of software modifications and enhancements. If CITY creates new and original computer code not derived from the TYLER Software Products or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by CITY. However, if CITY's enhancements or other modifications result in the creation of a derivative work from the TYLER Software Products, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by TYLER and CITY's rights to use such work shall be limited to those granted with respect to the TYLER Software Products in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.

15.0 DEFAULT AND TERMINATION

15.1 TYLER may terminate this Agreement and the licenses granted herein at any time if CITY fails to comply with any material term or condition of this Agreement with respect to monies due to TYLER or a violation of the software license or confidentiality provisions of this Agreement, unless (a) in the case of failure to pay monies due to TYLER, CITY cures such failure within fifteen (15) days after written notice of such failure by TYLER or (b) in other cases, CITY cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, CITY commences action to cure such failure within such period and continues such action with due diligence until the failure is cured. TYLER may also terminate this Agreement in the event that the CITY's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect TYLER's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder. An Event of Force Majeure shall not be a cause for termination hereunder.

15.2 CITY may terminate this Agreement if:

- (i) TYLER fails to comply with any material term or condition of this Agreement unless (a) TYLER cures such failure within thirty (30) days after written notice thereof from CITY or in the case of failures not reasonably susceptible to cure within thirty (30) days, TYLER commences action to cure such failure within such period and continues such action with due diligence until the failure is cured; or

- (ii) TYLER's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform TYLER's executory obligations under this Agreement.

An Event of Force Majeure shall not be a cause for termination hereunder.

15.3 Upon termination:

- (i) In the event of termination due to a material breach by the CITY in accordance with the provisions of this Agreement with respect to SOFTWARE LICENSE or CONFIDENTIALITY AND PROPRIETARY RIGHTS, the CITY shall permanently remove and destroy all copies of the Software Products from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to TYLER in writing that CITY has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. CITY shall perform these same procedures for removal and destruction of the Software Products and the associated Documentation, and so notify TYLER;
- (ii) In the event of termination by TYLER due to non-payment by the CITY, the CITY shall be allowed continued Use of the Software Products in accordance with the applicable SOFTWARE LICENSE provisions for which the CITY has paid the software license fees in full;
- (iii) In the event of termination due to a material breach by TYLER in accordance with section 15.2 above, the CITY may continue Use of the Software in accordance with the SOFTWARE LICENSE, CONFIDENTIALITY AND PROPRIETARY RIGHTS, and SOURCE CODE ESCROW provisions of this Agreement. Provided that a Software Support Agreement has been entered into between the CITY and TYLER, Software Support shall be provided in accordance with such Software Support Agreement.

16.0 LIABILITY

16.1 TYLER shall indemnify, defend, save, and hold CITY harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of TYLER, its employees, agents, contractors, as a result of TYLER's performance pursuant to this contract; however, TYLER shall not be required to indemnify CITY for any claims or actions caused to the extent of the negligence or wrongful act of CITY, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CITY, or its employees, agents or contractors, TYLER's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

16.2 Notwithstanding the foregoing, the total liability of TYLER for any claim or damage arising from or otherwise related to this Agreement, whether in contract, tort, under statute, or otherwise shall be limited to direct damages which shall not exceed the license fees paid to TYLER.

16.3 IN NO EVENT SHALL TYLER OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TYLER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

17.0 INSURANCE

17.1 Beginning at the start of TYLER's performance under this Agreement, and ending when TYLER is no longer providing to CITY annual Software Support, TYLER shall maintain in force insurance coverage written on an occurrence basis, by companies authorized and admitted, or eligible non-admitted insurer, to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

17.2 TYLER shall provide a certificate of insurance to the CITY, with the following endorsements:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as an 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 and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio 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.
- 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 notice for nonpayment of premium.

18.0 COPYRIGHT & PATENT INFRINGEMENT

18.1 TYLER will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the TYLER Software Products of copyright or trade secrets, provided that CITY immediately notifies TYLER in writing of such Action and cooperates fully with TYLER and its legal counsel in the defense thereof. TYLER may in its discretion (i) contest, (ii) settle, (iii) procure for CITY the right to continue using the TYLER Software Products, or (iv) modify or replace the TYLER Software Products so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) CITY may participate in the defense of such Action at its own expense. If TYLER concludes in its sole judgment that none of the foregoing options are commercially reasonable, and CITY's use of the TYLER Software Products is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then TYLER will return to CITY the TYLER Software license fee(s) paid by CITY under this Agreement less a prorated portion of said fee(s) for CITY's use of the TYLER Software Products (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against CITY which does not arise, wholly or in part, from the actions or omissions of CITY, its officers, directors, employees, contractors, agents, or elected officials, or a third party, TYLER will, subject to Section 16.0 herein, indemnify CITY therefrom to the extent indemnification for such judgment is not provided under CITY's insurance policies (unless CITY is self-insured in which case the preceding clause shall not apply).

18.2 Notwithstanding the above, TYLER shall have no duty under this section 18.0 with respect to, and CITY shall hold TYLER harmless from and against any claim, action or proceeding arising from or related to infringements (i) arising out of modifications to the TYLER Software Products and/or Documentation not made by or under the direction of TYLER, (ii) resulting from use of the TYLER Software Products to practice any method or process which does not occur wholly within the TYLER Software Products, or (iii) resulting from modifications to the TYLER Software Products or Documentation prepared pursuant to specifications or other material furnished by or on behalf of CITY. This section 18.0 states the entire obligation of TYLER regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

19.0 [RESERVED]

20.0 SALES, USE AND PROPERTY TAX

20.1 Unless exempt from such taxes, CITY shall be solely responsible for payment or reimbursement to TYLER of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either CITY or TYLER. If exempt, CITY shall provide to TYLER written evidence of such exemption. CITY shall also pay any personal property taxes

levied by government agencies based upon CITY's use or possession of the items acquired or licensed in this Agreement.

21.0 SEVERABILITY

21.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

22.0 FORCE MAJEURE/EXCUSABLE DELAY

22.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a vendor (if such default arises out of causes beyond its reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

23.0 CONSTRUCTION AND HEADINGS

23.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

24.0 WAIVER

24.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

24.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to waiver of, or excuse for any other, different or subsequent breach.

25.0 ENTIRE AGREEMENT

25.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject

matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

26.0 APPLICABLE LAW

26.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas without regard to its conflict of law provisions.

27.0 ASSIGNMENT

27.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by CITY without the prior written consent of TYLER, which consent will not be unreasonably withheld. For purposes of this Agreement, it is agreed, but not by way of limitation, that TYLER's withholding of consent is not unreasonable if the proposed assignee is a person, company or other entity which competes with TYLER directly or indirectly, whether itself or through a parent, subsidiary, or entity which is owned or controlled by a competitor of TYLER. Further, TYLER may require the proposed assignee to execute and agree to be bound by this Agreement. TYLER may assign this Agreement to an entity ready, willing and able to perform TYLER's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

28.0 NOTICES

28.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

General correspondence/notices should be sent to:

Tyler Technologies, Inc.
Attn: Controller
5808 – 4th Street
Lubbock, TX 79416

City of San Antonio – Municipal Court
Attn: Judge John Bull
Address: 401 S. Frio St., San Antonio, Texas 78201

29.0 RESERVED

30.0 GENERAL TERMS

30.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

30.2 This Agreement shall not become a binding contract until signed by an authorized officer of each party, and it is effective as of the date so signed.

30.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

30.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

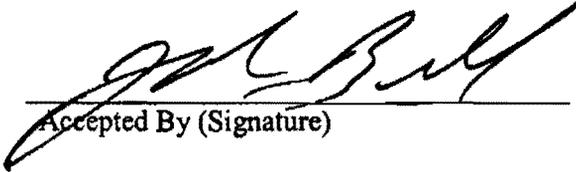
30.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

30.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

30.7 EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SAN ANTONIO

TYLER TECHNOLOGIES, INC.


Accepted By (Signature)


Accepted By (Signature)

John W. Bull
Printed Name

S. Brett Cate
Printed Name

Presiding Judge/Project Leader
Title

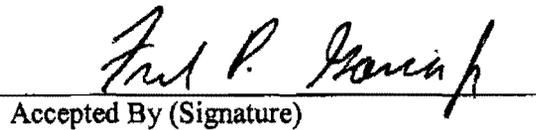
President, INCODE Solution
Title

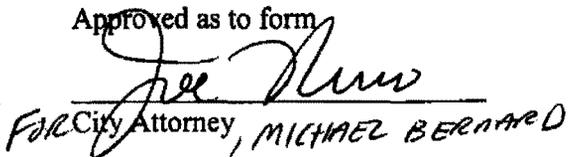
3-31-09
Date

3-27-09
Date

CITY OF SAN ANTONIO

CITY OF SAN ANTONIO


Accepted By (Signature)

Approved as to form

For City Attorney, MICHAEL BERNARD

Frederick P. Garcia, Jr.
Printed Name

Municipal Court Clerk
Title

3/31/09
Date

ADDENDUM A
PROPRIETARY INFORMATION¹
SUMMARY OF CONTENTS

<u>Addendum No.</u>	<u>Description</u>
A-1	Statement of Work
A-2	Interfaces
A-3	Tyler Technologies, Inc. Support and Maintenance Fees and Terms
A-4	Payment Terms
A-5	Contract Price Summary
A-6	User Functional Requirements Matrix

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TYLER TECHNOLOGIES, INC. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TYLER TECHNOLOGIES, INC.

ADDENDUM A-1

PROPRIETARY INFORMATION¹

STATEMENT OF WORK

(Attached)

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TYLER TECHNOLOGIES, INC. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TYLER TECHNOLOGIES, INC.

Statement of Work
INCODE Court Software Implementation
Municipal Court
City of San Antonio, TX

Supporting Documents

System Agreement

Master Project Schedule – Microsoft Project format

Master Project Schedule – PDF format

Budget Tracking Spreadsheet

List of Project Stakeholders

Change Management Log

Issue Management Log

Project Risk Management Log

File Name (link)

[San Antonio MC Agreements 2-3-09.pdf](#)

[Project Schedule - San Antonio.mpp](#)

[Project Schedule - San Antonio.pdf](#)

[Contract Estimate vs Actual - San Antonio.xls](#)

[Project Contact List \(SharePoint\)](#)

[Project Change Request Log \(SharePoint\)](#)

[Project Issue Log \(SharePoint\)](#)

[Project Risk Log \(SharePoint\)](#)

This document and the associated project documents and tools will be stored and maintained on the Tyler SharePoint site established for this project - <http://incodeshare.tylertech.com/sanantoniots/default.aspx>. Access to the SharePoint site is password-protected and managed by the Tyler Project Manager. To request access, please contact Jonathan Lang at 800-646-2633 or jonathan.lang@tylertech.com

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Section 1. Project Overview

1.1 Project Description

The City of San Antonio (Client) has contracted with Tyler Technologies (Tyler) to provide a comprehensive solution for processing citations and cases in their Municipal Court. The Client will be replacing their current mainframe court system with the INCODE Municipal Court system in order to modernize their technology and gain new functionality. The Client also desires to integrate cash collections with the court case management software, as these functions are currently managed with a separate standalone system. Addressing each of these concerns will be high priorities for the software implementation project.

The Client also maintains a standalone imaging system to store scanned images of documents and forms. The Client would like to replace this system with an integrated solution at some point but has decided not to include that functionality in the scope of this implementation project.

The scope and budget of the project has been established through discussions with the court personnel distributed by the Client. Products, services, and functionality to be provided during this project will adhere to the INCODE response except where mutually agreed.

Currently, there is no preferred date for "go-live" or for any other activity within the project. The Client desires to approach the project tasks within timeframes that are reasonable for completing work in a thorough and accurate fashion. Therefore, the project schedule dates have been established based on conservative estimates of task duration, and these dates will be confirmed or revised as the project progresses.

The Client does have a preferred implementation approach for the software project – that of a phased implementation that would bring individual sections of the court online with the INCODE Municipal Court system. The Client understands that such a phased approach will result in segregation within the organization – with separate groups of users using separate systems to manage the court's information – and is willing to allocate additional staff and implement additional manual processes to support the phased approach. Tyler has agreed to work with the Client to implement the software in this manner with the expectation of bringing one or two subsections online with the software and then implementing the software across the remaining organization as a whole.

During Initial Project Planning and Requirements Reviews, Tyler expects to identify items for custom development and integration points with third-party information systems that will be required for effective use of the system. Tyler will work with the Client to identify which components are required for go-live and which can be delivered after live processing has commenced.

1.2 Project Scope

The scope for the project has been established in the [San Antonio MC Agreements 2-3-09.pdf](#) document. The project scope will be adjusted to reflect Addenda to this agreement as they are approved.

In summary, the scope of the project includes the following:

- Software Licenses for INCODE Criminal Court Case Management, Centralized Cash Collections, Citation Issuing Device Interface, General Ledger Interface, and additional System Software (AcuCorp components)
- Professional Services, including Project Consulting and Project Management
- Data Conversion of the Ticket Master File, Warrant Master File, Docket Master File, Posted Bonds, Master Names, Vehicles, Attorneys, Bondspersons, and Officers from the legacy system
- Cash Collection Hardware for twelve (12) workstations with Thermal Receipt Printers, Cash Drawers, Magnetic Stripe Readers, and Eyeball Cameras

- INCODE InSite Web Publishing Component and the INCODE Court Online Component
- A subscription to the INCODE Student Center

1.3 Assumptions

Hardware/Software Installation

- Client will purchase server hardware, operating system, and database software for INCODE system and this system will meet or exceed the recommended specifications documented by Tyler.
- Client will configure the server and software, install the AcuCorp software provided by Tyler, and make the server accessible to Tyler staff at least two weeks before the arrival of the implementation consultant.

INCODE Software Implementation

- INCODE products will be implemented "off the shelf" without customization, except as detailed in the contract. Any additional customizations identified or requested will be quoted on a time and materials basis.

Data Conversion

- Client 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.
- New data extracts from legacy software system(s) will be available within 48 hours of request.

Training

- Client will employ an adequate number of employees for each function of the system, and those employees will have appropriate knowledge and skills to perform those functions.
- Client will ensure that employees are available for required training sessions and conversion tasks – including after hours training, if necessary.
- Tyler staff will have access to client site after hours, if necessary.

1.4 Constraints

The primary constraint for this project is budget. As changes are requested or issues arise during the project life cycle, schedule, scope, and resources will be adjusted to maintain the established budget for the project.

The budget for the project is the total amount shown on the Investment Summary of the San Antonio MC Agreements 2-3-09.pdf document, excluding Maintenance. The budget will be adjusted to reflect approved Addenda to the agreement.

Section 2. Implementation Plan

2.1 Project Life Cycle

Diagram of implementation process – dates are for example purposes only.

ID	Task Name	Q1 09		Q2 09			Q3 09			Q4 09			Q1 10			Q2 10			Q3 10					
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
1	Planning	■																						
2	Design	■																						
3	Development			■																				
4	Installation	■																						
5	Consulting			■																				
6	Conversion			■																				
7	Testing						■																	
8	Training									■														
9	Go Live															■								
10	Final Implementation																		■					

2.1.1 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. After the kickoff, initial information is collected through vehicles such as the Project Planning Survey for use in establishing the project plan.

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 key deliverables of this phase are the completed Project Plan components – Project Schedule, Configuration Plan, Conversion Plan, Training Plan, and Cutover Plan.

2.1.2 Design

Throughout the planning and execution of the project, Client 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 Client 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.

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.

2.1.3 Development

The Development phase includes the programming, demonstration, and deployment of the customizations that have been identified and approved in the Design phase. Tyler will create 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 Client before making any final revisions and deploying the customizations to the Client'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.

2.1.4 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.

During the Project Planning phase, a Configuration Plan will be drafted and finalized for the INCODE solution. This plan will be jointly developed between the Client and Tyler, and it will identify all of the hardware that is a part of the solution along with the software to be installed on each piece of hardware.

The key deliverable of this phase is Installation Acceptance by the client – documented verification of the installation of the INCODE software according to the Configuration Plan.

2.1.5 Consulting

The Consulting phase is the beginning of the Implementation Consultant's on site work with the client. During this phase, the consultant will analyze the business processes and needs of the Client 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 Client site, they will begin setting up the codes, tables, and cross references in the system.

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

2.1.6 Conversion

Since data is being transferred from the client'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. Upon approval of the form and content of the data files, the conversion timeline on the project schedule will be confirmed.

During the Project Planning phase, a Conversion Plan will be drafted for the project. This plan will identify all of the tasks and resources required to convert data and images 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 Client 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 Client 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 contract and the information provided in the accepted Conversion Plan.

2.1.7 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 contract and the development designs. Tyler will collaborate with the Client 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 – documented verification that the entire system functions in full compliance with the specifications and requirements using Client data.

2.1.8 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. The Training Plan established in the Project Planning phase 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.

2.1.9 Go Live

The Go Live process begins with the cutoff of processing in the legacy system(s) 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.

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

2.1.10 Final Implementation

The Final Implementation phase consists of the delivery, testing, and training of software, hardware, or custom modifications that were not included in the “go live” scope.

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

2.2 Methods, Tools, and Techniques

2.2.1 Scheduling Process

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 client. This consultant will perform all consultation, conversion, and training tasks for that product suite.

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.

2.2.2 Development Cycle

Tyler employs an Agile development methodology to software development that is based on monthly cycles. Custom development tasks with approved designs/specifications are introduced to the development backlog for the associated product team. These backlogs are evaluated each month to determine the priority of each item. Items of highest priority are included in the upcoming monthly cycle. As such, the timeframe for completion of a new custom development task is at least 4-8 weeks.

2.2.3 Hardware Verification

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 INCODE applications, Tyler Network Services staff conducts a Hardware Verification before the software is installed on the Client's systems. This verification process consists of an interview with the designated Information Technology contacts for the Client, collection of relevant configuration documentation, and occasionally the execution of one or more monitoring programs that will inspect and catalog the configuration of the Client's servers, workstations, and network.

2.2.4 Remote Installation/Configuration/Support – Citrix GotoAssist

Tyler staff will need to connect to workstations and servers on the Client's network on an occasional basis in order to install software, diagnose issues, and train users. This access can be provided in a number of ways, but the default method of remote access is the use of Citrix GotoAssist. This tool facilitates a permission-based connection in which an authorized user at the Client site initiates a connection to Tyler personnel. Once connected, Tyler staff can monitor the user's behavior on the system, or they can take control of the computer in order to navigate the software or transfer files. The Client maintains the ability to disconnect the session at any point.

2.2.5 Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the INCODE 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. As such, 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. Other issues can be addressed through remapping or combining accounts, but rarely through "backfilling" or recalculating.

2.2.6 Parallel Processing

Tyler does not recommend processing live data on both the INCODE system and the legacy system(s) for any extended period of time. Long periods of parallel processing incur a large amount of work for Client staff and reduce the efficiency of Tyler implementation processes while producing very little benefit beyond the initial assessments.

There are a few applications for which Tyler staff will recommend running a single parallel process to reinforce the verification of conversion data between the systems. Once any initial discrepancies are resolved, however, live processing should proceed on the INCODE system only.

2.3 Estimation Methods

The time allotted for each billable project task is estimated and established in the contract. The project schedule is designed to follow these allotments in approximation and not to exceed the total number of hours allotted. These amounts are provided as an estimate, however, and for a variety of reasons these amounts may not be sufficient to provide the services listed to the degree that may be requested.

2.4 Schedule Allocation

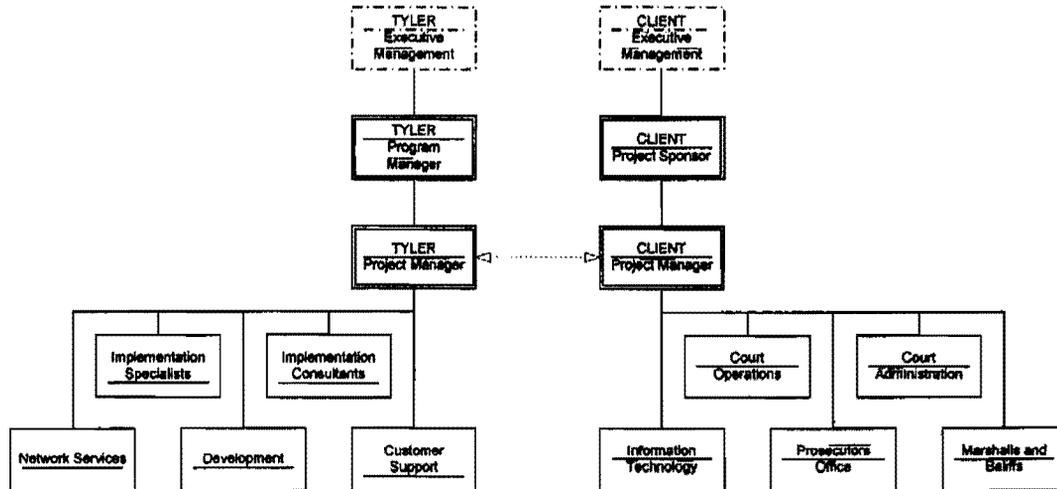
The project schedule will be maintained in Microsoft Project in the Project Schedule - San Antonio.mpp file. This file will be updated by the Tyler Project Manager with progress information and approved changes to the schedule to coincide with the biweekly Status Reports described in this document under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

Section 3. Roles and Responsibilities

3.1 Internal Project Structure

During the Planning phase of the project, Tyler will work with the Client to identify the project stakeholders and establish their roles and responsibilities in the project.

3.1.1 Organizational Chart



3.1.2 Tyler Project Manager

Tyler will assign a project manager to be the primary point of contact for the implementation project activities. The project manager's responsibilities include the following:

- Manage scope according to contract
- Establish schedule and track progress
- Analyze budget-to-actual performance
- Monitor quality and track issue resolution
- Coordinate INCODE functional teams
- Prepare scheduled status updates

3.1.3 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 Client'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, comprehensive training for INCODE applications
- Guide reconciliation of conversion data
- Assist in system testing and parallels
- Track and report site-specific issues

3.1.4 Client Project Manager

Tyler requires the assignment of a primary point of contact at the Client 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. Other responsibilities include the following:

- Facilitate installation of hardware/software
- Establish software training facilities
- Approve INCODE deliverables
- Apply business process knowledge to implementation tasks
- Monitor software training and attendance
- Identify issues and customizations needed

3.1.5 Client Functional Team Members

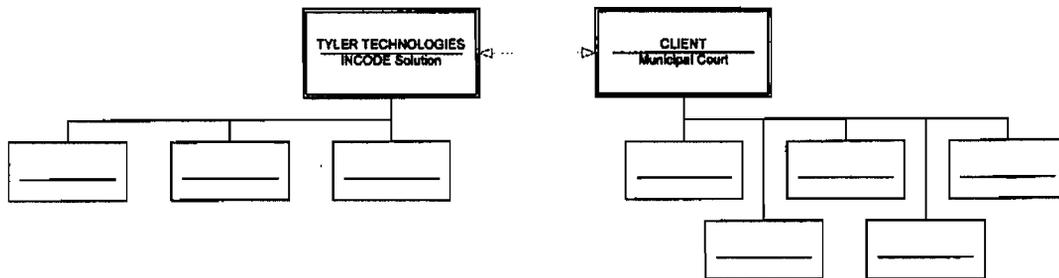
Functional teams consist of representatives from each department or function that will require interaction with the software. These supervisors and end users will be responsible for the following:

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

3.2 External Project Structure

During the Planning phase of the project, Tyler will work with the Client to identify third party entities that will be impacted by or involved in the project.

3.2.1 Relational Chart



3.2.2 Tyler Third Party Vendors

3.2.3 Client Third Party Vendors

3.3 Responsibility Matrix

The RACI Responsibility Matrix documents who in the organization are:

- Responsible for creating the deliverable,
- Accountable for the deliverable,
- Consulted with about the deliverable (two-way communication), or
- 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			Client		
	PM	IC	FT	PM	IT	FT
Planning						
Conduct Project Kick-off Meeting	R	I	I	C	I	I
Develop Project Plans	R	C	C	C	I	I
Signed Acceptance of Project Plans	A	I	I	R	I	I
Design						
Conduct Requirements Review	A	I	R	C	C	C
Create Design Documents	A	I	R	C	I	C
Signed Acceptance of Designs	I	I	I	R	I	I
Development						
Complete Modifications	A	I	R	I	I	I
Demonstrate Modifications	A	I	R	C	C	C
Signed Acceptance of Modifications	A	I	I	R	I	I
Installation						
Procure Server/Network/Workstation Hardware	I	I	I	A	R	I
Install Court Case Management Software	A	I	R	I	C	I
Conduct System Administration Training	A	R	C	I	C	I
Install INCODE Hardware/Software	I	C	C	A	R	I
Signed Acceptance of Installation	A	I	I	R	I	I
Consulting						
Consult & Setup System	A	R	C	C	C	C
Signed Acceptance of Consulting	A	I	I	R	I	I

Conversion						
Extract Legacy System Data	I	I	C	A	R	I
Develop Conversion Scripts for all Modules	A	C	R	C	I	I
Conduct Initial Data Conversions	A	R	R	C	I	I
Review and Evaluate Data	I	C	C	A	C	R
Signed Acceptance of Conversion	A	I	I	R	I	I
Testing						
Prepare Test Plan	A	R	C	C	C	C
Finalize Logistics for Training	A	C	I	R	C	I
Functional Testing	I	A	C	R	C	R
Signed Acceptance of Functional Test Results	A	I	I	R	I	I
Training						
Prepare for Training Implementation	A	R	I	C	I	I
Conduct End User Training	A	R	I	C	I	C
Signed Acceptance of Training	A	I	I	R	I	I
Go-Live						
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	R	R	R
Monitor Live Processing & Resolve Issues	A	R	C	C	C	C
Signed Acceptance of Live Processing	A	I	I	R	I	I
Final Implementation						
Conduct Follow Up Training	A	R	I	C	I	C

3.4 Project Contact List

A comprehensive list of project team members and stakeholders will be maintained in the Project Contact List (SharePoint).

Section 4. Monitoring and Control

4.1 Schedule Control – Status Reporting

Consistent communication of project performance will be anchored by a biweekly 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 and posted to the project SharePoint site in the Status Reports folder.

4.2 Quality Control – Issue Management

Issues can be reported by any of the Client's Functional Team Members to their supervisor or to the Client 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 Client Project Manager for resolution. The Tyler Project Manager will be responsible for assigning each issue to a Tyler Functional Team Member or to the Client Project Manager and tracking the status of the issue to resolution. Issues that must be resolved by the Client's Functional Team Members will be assigned to the Client Project Manager for delegation.

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

4.3 Cost Control – Budget Management

The budget for the project is the total amount shown on the Investment Summary of the San Antonio MC Agreements 2-3-09.pdf document, excluding Maintenance. The budget will be adjusted to reflect approved Addenda to the agreement.

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

4.4 Scope Control – Change Management

4.4.1 Change Request Tracking

Requests to change the established project scope or schedule will be submitted to the Tyler Project Manager by the Client Project Manager.

In addition, the Tyler Project Manager will be responsible for identifying potential changes to the project arising from client communications, issues, or risk events. The Tyler Project Manager will discuss these items with the Client Project Manager and determine whether the issue constitutes a change to the established project scope.

The Tyler Project Manager will research the impact of each change request to the project schedule, scope, and budget and provide recommendations to the Client Project Manager for review.

All change requests will be documented in the Project Change Request Log (SharePoint). This log will be discussed during each Status Update call and revised as needed by the Tyler Project Manager.

4.4.2 Change Request Review

The Client Project Manager will be responsible for establishing a process for reviewing change request recommendations with the appropriate stakeholders at the Client 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.

Changes to project scope, schedule, and/or resources can be approved by the Client Project Manager. Changes to project scope that require contract addenda must be approved by the Client Project Sponsor.

4.5 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.

4.5.1 Risk Assessment

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 Client Project Manager for risk mitigation.

Upon approval by the Client, the project risks and the associated mitigation plans will be documented in the Project Risk Log (SharePoint) document.

4.5.2 Risk Identification

Additional risks can be reported by any of the Client's Functional Team Members to their supervisor or to the Client 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 Client Project Manager for risk mitigation.

4.5.3 Risk Monitoring

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.

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.

Section 5. Project Transition

5.1 Phase Closeout

Key deliverables have been identified for certain phases of the project life cycle. The Client 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.

The Client Project Manager can accept project deliverables by returning a signed copy of the deliverable or by sending an email describing such acceptance.

5.2 Project Closeout

The Support phase of the project will continue indefinitely throughout the use of the INCODE software. This phase begins with the 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 Support call and collect relevant project documents, including trip reports from the consultants and the current issue log.

Section 6. Interfaces and Modifications

Based on the requirements specified by the Client during the Design phase, Tyler will identify items from the requested functionality that will require custom interfaces or modifications in the INCODE solution. These requirements will be discussed in detail during the Design and Consulting phases in order to develop an acceptable solution for each.

6.1 Third Party Interfaces

The Client has identified specific interfaces that must be designed, developed, implemented, and tested in order to initiate live processing on the system ("go live"). All other identified interfaces will be delivered during the Final Implementation phase ("post go live").

6.1.1 Go Live Interfaces

Citation Issuing Device Interface

This standard interface will be used to import citations from the Client's handheld ticket writing devices. The Client is in the process of implementing APS handhelds for the police department.

General Ledger (non-INCODE) Interface (SAP)

This standard interface will be enhanced to support the transmission of GL journal entries from the INCODE solution to the Client's financial system to reflect the financial business of the court.

6.1.2 Post Go Live Interfaces

6.2 Custom Modifications

The Client has identified specific modifications that must be designed, developed, implemented, and tested in order to initiate live processing on the system ("go live"). All other identified modifications will be delivered during the Final Implementation phase ("post go live").

6.2.1 Go Live Modifications

6.2.2 Post Go Live Modifications

Section 7. Revision History

Revision History	Author	Date
Document Created	Jonathan Lang	01/12/09
Updated in preparation for contract	Jonathan Lang	02/18/09
<ul style="list-style-type: none">• Updated external links to SharePoint targets• Updated 1.2 Project Scope and according to current proposal (San Antonio MC Agreements 2-3-09.pdf)• Updated 1.4 Constraints to reflect Budget as primary constraint• Combined 2.1.1 Kickoff and 2.1.2 Planning and split 2.1.3 Development into 2.1.2 Design and 2.1.3 Development.• Deleted 2.5 Budget Allocation (duplicate of information in 1.4 and 4.3)		
Updated to reflect court's preferred implementation approach	Jonathan Lang	03/04/09
<ul style="list-style-type: none">• Updated 1.1 Project Description to reflect phased implementation of software• Updated 6.1.1 Go Live Interfaces to reflect the two interfaces that are included in the contract		

Section 8. Acceptance Forms

Sample acceptance forms are attached for key deliverables in the project life cycle. These forms will be updated to reflect project scope and progress prior to their acceptance.

- Installation Acceptance
- Consulting Acceptance
- Conversion Acceptance
- Functional Acceptance
- Training Acceptance
- Live Processing Acceptance

ADDENDUM A-2

PROPRIETARY INFORMATION¹

INTERFACES

Application Software Interfaces	License		Estimated Hours	Estimated Services	Total Cost
	QTY	Fee Conversion			
Citation Issuing Device Interface	1	5,500	N/A	N/A	5,500
General Ledger (non-FRCODE) Interface (SAP)	1	12,000	N/A	N/A	12,000

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ADDENDUM A-3

PROPRIETARY INFORMATION¹

Tyler Technologies, Inc. Support and Maintenance Fees and Terms

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ADDENDUM A-3 (Continued)

Maintenance Pro-Ration Schedule

	%	Annual Maintenance Amount
Court 1	15%	\$54,451
Court 2	20%	\$72,602
Court 3	20%	\$72,602
Court 4	10%	\$36,301
Court 5	10%	\$36,301
Court 6	10%	\$36,301
Court 7	5%	\$18,150
Court 8	5%	\$18,150
Court 9	5%	\$18,150
Total		363,009

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ADDENDUM A-3 (Continued)

Maintenance Detailed Pricing Schedule

Application Software	Annual Maintenance
INCODE Court Case Management	
Criminal Court Case Management	325 000
Centralized Cash Collections	5 625
Citation Issuing Device Interface	1 375
General Ledger (non-INCODE) Interface	3 000
INCODE Printing and Reporting Solutions	
Report Writer	4 250
(One Designer, subscription to reports online)	
Additional Designer	138
Forms Overlay	413
(6 Overlays for Court, 4 Logo)	
Secure Signatures (includes 2 signatures)	275
Each Signature (scan and prepare for use)	
INCODE Professional Services	
Project Management	
Project Consulting	
System Software	
System Software	4 934
INCODE Subtotal	340 075
INCODE System Software Subtotal	4 934
Total	346 009

Cash Collection Hardware			
Misc. Hardware and Network Equip.	QTY	Annual Maintenance	Maintenance Source
Cash Collection			
New			
Epson TM-H6000III Thermal Receipt Printer (USB and Parallel) (L)	12	2,520	INCODE - 12 mos warranty
Media Plus Automated Cash Drawer (L) NEW	12	480	INCODE - 12 mos warranty
Mag Stripe Reader (L)	12		
Court Eyeball Camera (L)	12		
Installation and Configuration of System (# of Hours)	1		
Total		3,000	

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ADDENDUM A-3 (Continued)

INCODE Student Center	
Service	Annual Fee
INCODE Student Center System	
INCODE Student Center - Continuing Professional Education Credit - Unlimited Access to Webinars and Archived Webinars - Unlimited Access to Self Study Courses - Open for ALL Employees during subscription period - Monthly Webinars covering a variety of topics <ul style="list-style-type: none"> • Financial, Payroll and Human Resource Applications • CRM Suite • Court Suite • Public Safety Suite • General Knowledge - Online Self Study Courses include but not limited to: <ul style="list-style-type: none"> • Payroll Deduction Code Maintenance • Payroll Processing • Payroll W2 Processing • Accounts Payable Processing • Budgeting • Utility Bad Debt Management • Utility Security Deposits - New Webinars and Self Study Courses added throughout the year	15,000
<i>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. Website: www.nasba.org</i>	
Total	15,000

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ADDENDUM A-3 (Continued)

Annual Software Maintenance Agreement

1) **Scope of Agreement.** The CLIENT agrees to purchase and COMPANY agrees to provide services for the software products listed in the Investment Summary of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both Support for the software products listed in the Investment Summary of this Agreement and Licensing of updates of such installed software products.

2) **Term of Agreement.** This Annual Software Maintenance Agreement is effective on the date executed by an officer of COMPANY and shall have a term beginning upon the first of the month six months after the installation of the COMPANY Software and ending upon the last day of the month one year following that date.

a) This Annual Software Maintenance Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

b) If CLIENT has not elected to participate in the COMPANY Annual Software Maintenance Agreement, or elects not to renew the Agreement, the CLIENT shall acquire Software maintenance in accordance to the Section entitled "Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement".

3) Payment.

a) CLIENT agrees to pay COMPANY the amount identified in the Investment Summary for licensing and support services, as described below. The licensing fee of the COMPANY Software includes six month's maintenance from the time the Software is installed. The annual amount identified in the Investment Summary will become due the first of the month following six months after the installation of the COMPANY software. This payment is due and payable in accordance with Section General Payment Terms or amended in any attached addendum.

b) Additional Charges. Any maintenance performed by COMPANY for the CLIENT, which is not covered by this Annual Software Maintenance Agreement, will be charged at COMPANY's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to CLIENT.

c) Support and services will be suspended whenever CLIENT's account is thirty (30) calendar days overdue. Support and services will be reinstated when CLIENT's account is made current.

4) Terms and Conditions for Licensing of Updates of the Installed Software Products.

a) CLIENT is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products listed in the Investment Summary of this Agreement which COMPANY may release during the term of this Annual Software Maintenance Agreement. COMPANY agrees to extend and CLIENT agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

b) The installed software products listed are licensed for use only for the benefit of CLIENT listed in the Investment Summary of this Agreement. The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by COMPANY when COMPANY placed CLIENT in the categories listed on the cover of this Agreement.

c) As long as a current Annual Software Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of CLIENT. CLIENT agrees to notify COMPANY prior to transferring the licensed products to any other system. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the CLIENT.

d) CLIENT agrees that the software products are proprietary to COMPANY and have been developed as a trade secret at COMPANY's expense. To the extent permitted by law, CLIENT agrees to keep the

ADDENDUM A-3 (Continued)

software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

e) If CLIENT has made modifications to the software products, COMPANY will not support the modified software products, unless modifications were specifically authorized in writing by COMPANY.

f) CLIENT may make copies of the licensed software products for archive purposes only. The CLIENT will repeat any proprietary notice on the copy of the software products. The documentation accompanying the product may not be copied except for internal use.

g) For as long as a current Annual Software Maintenance Agreement is in place, COMPANY shall promptly correct any functions of the software products which fail to substantially comply with COMPANY's current specifications for the most current version of the software products. If CLIENT has made modifications to the software products, COMPANY will not make such corrections, unless modifications were specifically authorized in writing by COMPANY.

h) COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

5) Terms and Conditions for Support.

a) COMPANY shall provide software related CLIENT support during standard support hours. Currently, standard support hours are from 7:00am to 7:00pm Central Standard Time, Monday thru Friday, excluding holidays. COMPANY reserves the right to modify these support hours as COMPANY sees fit in order to better serve its CLIENT. Assistance and support requests which require special assistance from COMPANY's development group will be taken and directed by support personnel.

b) COMPANY will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) COMPANY will provide CLIENT with all updates that COMPANY may make to the then current version of the installed software products covered in this Agreement.

d) CLIENT acknowledges that the updates/enhancements may not be compatible with CLIENT's particular hardware configuration or operating system. CLIENT acknowledges that additional hardware and software may be required at the CLIENT's expense in order to utilize the updates/enhancements.

e) COMPANY will make available appropriately trained personnel to provide CLIENT additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *COMPANY employs many CPAs but is not a board registered CPA firm.*

f) COMPANY shall provide CLIENT with on-line support through the use of communications modem and software through the use of secure connection over the internet via Citrix GotoAssist.

6) Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement.

The Software License Agreement includes six months free maintenance. If CLIENT elects not to participate in the COMPANY Annual Software Maintenance Agreement, CLIENT shall receive support on a Time and Materials basis following six months after the COMPANY Software is installed in accordance with the following terms:

a) CLIENTs not on Software Support Maintenance will receive the lowest priority for Software Support.

b) CLIENTs not on Software Support Maintenance 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.

c) CLIENTs not on Software Support Maintenance will be charged \$175 per hour with a one-hour minimum for all software support calls.

ADDENDUM A-3 (Continued)

- d) CLIENTs not on Software Support Maintenance will not be granted access to COMPANY's software support web-site.
- e) CLIENTs not on Software Support Maintenance are subject to higher rates for training and continuing education performed by COMPANY employees. This is due to the fact that the CLIENT may not be utilizing the most current version of our software.
- f) COMPANY will not guarantee a program fix to a documented bug for software versions that are not the currently released version. Since every CLIENT is on Software Support Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.
- g) If a CLIENT decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, 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 Software Support Maintenance. Once again, COMPANY feels any CLIENT not on Software Support Maintenance will not be satisfied with the level of support they will receive, which in turn, makes a dissatisfied CLIENT. COMPANY prides itself on customer satisfaction, which is why we strongly encourage every CLIENT to purchase Software Support Maintenance.
- 7) **Additional Services.** The Services listed below are not included in the COMPANY Software Maintenance Agreement. These services shall be provided at COMPANY's discretion and will be billed on a Time and Materials basis at COMPANY's current rates.
 - a) Changes to print programs.
 - b) Software modifications.
 - c) Software Training.
 - d) Responding to problems caused by bad data.
 - e) Responding to problems caused by hardware.
 - f) Responding to problems caused by operator error.
 - g) Responding to problems caused by software that is not COMPANY software.
 - h) Responding to problems resulting from misuse, accidents, CLIENT neglect, fire, or any other cause not within COMPANY's reasonable control.
 - i) Changes made to the COMPANY Software by someone other than COMPANY personnel.
 - j) Any other services performed by COMPANY not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.
- 8) **Limitations and Exclusions.** The support and services of this Maintenance Agreement do not include the following:
 - a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.
 - b) CLIENT shall be responsible for implementing at its expense, all changes to the current version. CLIENT understands that changes furnished by COMPANY for the current version are for implementation in the current installed software products version, as it exists without customization or CLIENT alteration.
- 9) **CLIENT Responsibilities.**
 - a) CLIENT shall provide, at no charge to COMPANY, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to; use of the appropriate operating system at the version and release levels specified by COMPANY and additionally specifies that the environment for any COMPANY software application requires the CLIENT to have e-mail and Internet

access. CLIENT will be responsible for all additional costs incurred to the extent such hardware and software does not conform to COMPANY's current specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the CLIENT.

b) CLIENT shall maintain IP or VPN connection through Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution.

c) CLIENT must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the COMPANY software applications.

d) CLIENT must open firewall ports to enable access to COMPANY's FTP server for program updates via Live Update.

10) **Non-Assignability.** The CLIENT shall not have the right to assign or transfer its rights hereunder to any party.

11) **Force Majeure.** COMPANY shall not be responsible for delays in servicing the products covered by this Annual Software Maintenance Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

12) **Limitation of Liability.** The liability of COMPANY is hereby limited to a claim for a money judgment not exceeding the fees paid by the CLIENT for services under this Annual Software Maintenance Agreement. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.

13) **Governing Law.** This Annual Software Maintenance Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

14) **Entire Agreement.**

a) This Annual Software Maintenance Agreement represents the entire agreement of CLIENT and COMPANY with respect to the maintenance of the software products 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 representations or warranties other than those explicitly set forth in this Annual Software Maintenance Agreement.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Software Maintenance 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 shall not be affected thereby, and each term and provision of this Annual Software Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Annual Software Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) CLIENT should return an executed copy of this Agreement to COMPANY. If the Agreement is not returned to COMPANY within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

ADDENDUM A-4

PROPRIETARY INFORMATION¹

PAYMENT TERMS

Total Contract Price	\$ 1,866,530.00	
On Year Online Services & Products (Billed Monthly)	\$ 20,500.00	
Estimated Travel Expenses (Billed as Incurred)	\$ 112,286.00	
<u>Hardware, Software and Services</u>		
Phase 1		
Contract Signing	\$ 93,326.50	5%
Gap Analysis	\$ 93,326.50	5%
Project Schedule Acceptance	\$ 93,326.50	5%
Installation of Hardware and Software listed in Addendum A-5	\$ 93,326.50	5%
Phase 2		
Functional Acceptance – Initial Court	\$ 186,653.00	10%
Go-Live – Initial Court	\$ 186,653.00	10%
Functional Acceptance – Second Court	\$ 186,653.00	10%
Go-Live – Second Court	\$ 186,653.00	10%
Phase 3		
Functional Acceptance – Third Court	\$ 93,326.50	5%
Go-Live – Third Court	\$ 93,326.50	5%
Functional Acceptance – Forth Court	\$ 74,661.20	4%
Go-Live – Forth Court	\$ 74,661.20	4%
Functional Acceptance – Fifth Court	\$ 55,995.90	3%
Go-Live – Fifth Court	\$ 55,995.90	3%
Functional Acceptance – Sixth Court	\$ 37,330.60	2%
Go-Live – Sixth Court	\$ 37,330.60	2%
Functional Acceptance – Seventh Court	\$ 37,330.60	2%
Go-Live – Seventh Court	\$ 37,330.60	2%
Functional Acceptance – Eighth Court	\$ 18,665.30	1%
Go-Live – Eighth Court	\$ 18,665.30	1%
Functional Acceptance – Ninth Court	\$ 18,665.30	1%
Go-Live – Ninth Court	\$ 18,665.30	1%
Final System Acceptance	\$ 74,661.20	4%

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ADDENDUM A-5

PROPRIETARY INFORMATION¹

CONTRACT PRICE SUMMARY²

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² Shipping costs, travel costs and any applicable sales, use value added or similar taxes shall be paid by CITY. Unless such costs or taxes are listed as a line item herein, they shall be invoiced separately, payable on receipt of the invoice therefore.

ADDENDUM A-5 (Continued)

Product/Services	Fee	Hours
License Fees		
INCODE Court Case Management		
Criminal Court Case Management	1,300,000	
Centralized Cash Collections	22,500	
Citation Issuing Device Interface	5,500	
General Ledger (non-INCODE) Interface	12,000	
INCODE Printing and Reporting Solutions		
Report Writer	16,500	
(One Designer, subscription to reports online)		
Additional Designer	550	
Forms Overlay	1,650	
(6 Overlays for Court, 4 Logo)		
Secure Signatures (includes 2 signatures)	1,100	
Each Signature (scan and prepare for use)	1,875	
System Software	19,735	
Cash Collection Hardware		
Epson TM-H6000III Thermal Receipt Printer (USB and Parallel) (L)	12,600	
Media Plus Automated Cash Drawer (L) NEW	2,400	
Mag Stripe Reader (L)	2,400	
Court Eyeball Camera (L)	720	
Professional Services		
INCODE Court Case Management		
Criminal Court Case Management	250,000	2,000
Criminal Court Case Management Conversion	112,500	100
Centralized Cash Collections	10,000	80
Citation Issuing Device Interface	N/A	N/A
General Ledger (non-INCODE) Interface	N/A	N/A
INCODE Printing and Reporting Solutions		
Report Writer	6,250	50
(One Designer, subscription to reports online)		
Additional Designer	500	4
Forms Overlay	N/A	N/A
(6 Overlays for Court, 4 Logo)		
Secure Signatures (includes 2 signatures)	N/A	N/A
Each Signature (scan and prepare for use)	N/A	N/A
Project Management	125,000	
Project Consulting	35,000	280
Installation and Configuration of Hardware	2,250	
Subtotal		
	1,941,030	2,514
Less Project Discount		
	(74,500)	
Total Purchase Price		
	1,866,530	

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ADDENDUM A-5 (Continued)

Online Services and Products				
Service	QTY	Charges	Initial Year	Annual Fee
INCODE Online Component Setup				
One Time Setup Fee	1	2,500	2,500	
<ul style="list-style-type: none"> - Hardware Configuration - DNS registration 				
Monthly fee to support and host Web site		750	/month	9,000
INCODE Court Online Component				
Monthly support/maintenance fee		750	/month	9,000
<ul style="list-style-type: none"> - Display of citation/citations for payment - Collects plea from defendant - Security -- SSL (Secure Socket Layer) - Payment Processing - Credit Card <ul style="list-style-type: none"> • Payment packet is created to be imported to Court System 				
<i>NOTE: Defendant pays \$1.50 fee per transaction for payment on-line.</i>				
Total			20,500	18,000
<p><small>Note: INCODE's Online modules support merchant accounts through ETS and Authorize.net INCODE's Online modules utilize INCODE Web Services which require a dedicated public IP address (provided by Entity)</small></p>				

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ADDENDUM A-6

PROPRIETARY INFORMATION¹

USER FUNCTIONAL REQUIREMENTS MATRIX

To be created by Tyler and COSA based on Tyler's current standard functional matrix.

(Attached)

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ADDENDUM B

PROJECT MANAGERS/PROJECT LEADER

Tyler Project Manager: Jonathan Lang

City Project Leader: John W. Bull

City Project Managers: Mary Atkinson and Kathaleen Giardino

ADDENDUM C

**TYLER TECHNOLOGIES, INC.
SOURCE CODE ESCROW AGREEMENT**

SOURCE CODE ESCROW AGREEMENT

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name City of San Antonio, Texas, hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of \$2,500.00, due upon execution of this agreement. Future annual payments of \$2,500.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all INCODE Software for which CLIENT has paid the full agreed upon price of the INCODE Software license. If CLIENT acquires additional INCODE Software in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term beginning upon the first of the month following the installation of the INCODE Software and ending upon the last day of the month one year following that date.

A. This Agreement will automatically renew for subsequent one year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

- A. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
- B. Tyler Technologies will deposit a current copy of source code for all licensed INCODE software applications and will update the deposit when a major revision of the software is released.
- C. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
- D. The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the INCODE source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technology's trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

ACCEPTED BY:

CITY OF SAN ANTONIO, TX

CLIENT Name

By: *John Bull*

Signature

Title Presiding Judge

Date 3-31-09

ACCEPTED BY:

Tyler Technologies, Inc.

By: *S. Bratter*

Signature

Title President, INCODE Solution

Date 3-27-09

Date

ADDENDUM D

CRITICAL PRIORITY SOFTWARE ERRORS

A Critical Priority Software Error is defined as a system down event which severely impacts the ability of Users to utilize the System, defined as the following:

- Criminal Court Case Management system down
- Failure of essential Criminal Court Case Management and Centralized Cash Collections software functionality
- Loss of data & data corruption

The following issues meet the criteria of a system down event:

1. Criminal Court Case Management Command:
 - a. The Criminal Court Case Management System is down and all workstations will not launch or function.
 - b. The Criminal Court Case Management System is inoperable due to data corruption caused by Tyler Technologies, Inc.

TOTAL SYSTEM FAILURE:

Total System Failure occurs when the System is not functioning and there is no workaround; the entire Criminal Court Case Management system is not functioning as specified.

ADDENDUM E

BUSINESS TRAVEL PROCEDURES

1. Air Travel

Tyler's travel agent will identify all reasonable travel alternatives and discounts available including choice of airport, airline, dates and times. The employee will select the most cost-effective flight available. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

2. Ground Transportation

A. Private automobile

Business use of an employee's private automobile will be reimbursed at a rate of \$0.55 per mile plus out of pocket costs for tolls and parking.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use.

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

Tyler's travel agent will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the customer has a discounted rate with a local hotel, notify Tyler's travel agent as soon as possible to insure that all employees can take advantage of the rate.

4. Meals

Employees meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rate for individual meals shall be based on the allowable IRS per diem rate.

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 & Dinner
Depart after 12:00 noon	Dinner

Return Day:

Return before 12:00 noon	Breakfast
Return b/t 12:00 noon & 8:00pm	Breakfast and Lunch
Return after 8:00*pm	Breakfast, Lunch and Dinner

8:00* 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*pm.

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 \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: January 1, 2007

ADDENDUM F

Tyler Content Manager

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Tyler agrees to provide the following software to the COSA on a trial basis. The trial period shall commence upon Go-Live of Phase 1 and continue for 90 days. If at the end of 90 days, the COSA chooses to continue using the software listed herein, Tyler shall invoice, and the COSA shall pay the amounts listed below. If the COSA chooses to discontinue the use of the software listed in this addendum, the COSA shall provide notice of said intent to Tyler along with representation that said software has been removed from their system. Tyler shall be entitled to invoice services associated with configuration and training of the returned software.

tyler ContentManager				
License Fees				
tyler ContentManager Enterprise License <i>(per installation, maximum storage of 12TB GigaBytes)</i>	1	75,000	75,000	15,000
tyler ContentManager LE (Integration)	1	38,000	38,000	7,600
User and Retrieval Licenses				
Full Use Licenses (Concurrent License) Allows access to all aspects of Java program interface subject to site security policies.	30	1,100	33,000	6,600
Retrieval Licenses (Concurrent License) Allows for document search and view through standard Java application interface.	20	980	19,600	3,920
TCM web License Allows for Internet or Intranet searching. View Index and document images and related documents via a Web browser. (requires base license)	0	15,000	0	0
Web Services API Allows for platform independent, back end integration with external applications includes up to 18 hours of Tyler engineering consultation	0	5,000	0	0
Annual BPN Maintenance	1	0	0	100
Document Capture License Fees				
Scan Station License Fee				
Scan Station Supports any scanner with Twain driver. Includes Barcode/Batchscan and Basic OCR (full text search)	0	345	0	0
Scan Station (5 pack)	4	1,380	5,520	1,104
Workflow				
Workflow Base Price	1	2,500	2,500	500
Users (same as full user licenses)	30	150	4,500	900
Additional Options				
Advanced OCR (Intelligent Data Capture)	1	10,000	10,000	2,000
Total for Software			\$188,120	\$37,724
Total for Software License & Support & Maintenance			\$188,120	

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tyler ContentManager

Services	
Project Management	3,920
Management of installation, training, and client communication	
HW Installation & Consulting Services	2,690
Documentation and installation tele-conference HW staging & Installation	
Software Configuration	9,100
Remote SW Installation & Configuration	
Training	7,200
Document Type Configuration Training	
Index Processing Training	
Scanning	
Work Flow	
Configuration Training	
Process Training	
Administrator Training	
Conversion	Not Included
Data and/or Image Conversion	
Shipping and Insurance	28
Hardware Estimated Shipping and Insurance Charges	
Admission to Education Forum	625
3 day admission for 1 staff member to Tyler Connect	
Additional Professional Services	TBD
Integration, Data / Image Conversion Services - To Be Determined	
Total for Services	\$23,483
Hardware	
BPN	500
	500
Total for Hardware:	\$500
Total of all License, Services, Hardware and Support	
Total for tyler ContentManager	\$212,083

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