

Gila County, AZ
Linda Haught Ortega, Recorder
09/06/2007
01:31PM
Doc Code: CONT

Doc Id: 2007-014935
Receipt #: 58824
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(9/4/07 #4)



Gila County, AZ

CONT

2007-014935

Page: 1 of 33
09/06/2007 01:31P
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CAPTION HEADING:

Sales Agreement
Between
Gila County (Recorder's Office)
and
Tyler Technologies, Inc. – Eagle Division

DO NOT REMOVE

This is part of the official document

SALES AGREEMENT

This Sales Agreement (this "Agreement") dated as of 9/4, 2007 is entered into by and between Gila County, Arizona ("CLIENT") and TYLER Technologies, Inc. – Eagle Division ("TYLER"). This Agreement shall become effective as of the last date set forth on the signature page hereto (the "Effective Date").

WHEREAS, CLIENT desires to (i) license certain software from TYLER, (ii) purchase certain hardware and (iii) receive certain related implementation, maintenance and support services from TYLER, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, TYLER desires to license such software to CLIENT and sell, deliver, and provide to CLIENT such hardware, implementation, maintenance and support services, all on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

CLIENT shall purchase the licenses, products, and related services for the total purchase price as set forth on the table below (the "Purchase Price"). The Purchase Price shall be due and payable to TYLER according to the payment schedule set forth below.

The Purchase Price shall remain in effect for a period of ninety (90) days commencing April 2, 2007.

Pricing and Payment terms:

Pricing Table

Product	Total of software license fees	Total of Implementation Services	Total of Hardware	Total of 1st Year Maintenance Fees	Product Total
EagleRecorder	\$56,000	\$69,600	\$18,791	\$11,200	\$155,591
EagleWeb	\$10,000	\$4,500	\$3,788	\$2,000	\$20,288
EagleOCR	\$25,000	\$19,265	\$3,788	\$5,000	\$53,053
CATEGORY TOTALS	\$91,000	\$93,365	\$26,367	\$18,200	\$228,932

* The services fees have been estimated based on a typical installation for a county the size of CLIENT and assumes that CLIENT is able to meet its obligations regarding staff availability for all scheduled training, hardware delivery dates, and other deliverables scheduled hereunder. Service hours could be greater or less than quoted. Any additional hours and related expenses shall be scheduled, incurred and billed only with the consent of the CLIENT's project manager.



Gila County, AZ

CONT

2007-014935

Page: 2 of 33

09/06/2007 01:31P

0.00

SALES AGREEMENT

Payments Table

CLIENT will pay within thirty (30) days of billing as follows:

Purchase Price	\$228,932
Of the total purchase price, payments will be made by the CLIENT to TYLER as follows:	
Due and payable upon loading of the EagleRecorder software licenses, services, hardware and first year support	\$228,932
First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications.	\$18,200

NOTE: Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products or Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to the invoices for the payments listed above.

This Agreement consists of the Sales Agreement with the following Exhibits, each of which is incorporated herein by reference:

Exhibit A – Terms and Conditions;

Exhibit B – Software License Agreement

Exhibit C – Description of the Software, Services, Hardware and Maintenance Fees

Exhibit D – Software Support Agreement



Gila County, AZ

CONT

2007-014935

Page: 3 of 33

09/06/2007 01:31P

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SALES AGREEMENT

THIS AGREEMENT, INCLUDING THE EXHIBITS, CONSTITUTES THE EXCLUSIVE STATEMENT OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES FROM TYLER TO CLIENT EXCEPT AS SPECIFICALLY SET FORTH HEREIN. EXCEPT FOR ANY SUCH WRITTEN WARRANTIES, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY AMENDMENTS, ADDENDA, ALTERATIONS OR MODIFICATIONS TO THE TERMS OR CONDITIONS OF THIS AGREEMENT SHALL BE IN WRITING AND SIGNED BY BOTH PARTIES.

By execution in the space below, each party represents that this Agreement has been read in its entirety and has been executed by an authorized representative.

CLIENT:

GILA COUNTY, ARIZONA

By: Jose M Sanchez
Name: Jose M. Sanchez

Title: Chairman, Board of Supervisors

Date: September 4, 2007

Address for Notices: Gila County Recorder's Office
1400 E. Ash Street
Globe, Arizona 85501
Facsimile Number (928) 425-9270
Phone Number (928) 402-8735
Sadie Dalton

Approved to as form:

Raymond Chambers
Chief Deputy County Attorney



TYLER TECHNOLOGIES, INC. – EAGLE DIVISION

By: Cheryl Letchworth
Name: CHEYL LETCHWORTH
Title: MARKETING MANAGER
Date: 8/23/2007

Address for Notices: 120 East Third Street, Box 1020
Eagle, CO 81631
Facsimile Number 970-328-6521
Phone Number 800-554-4434

Cancellation pursuant to A.R.S. 38-511
This contract is subject to the
cancellation provision of A.R.S. 38-511



Gila County, AZ

CONT

2007-014935

Page: 4 of 33
09/06/2007 01:31P
0.00

SALES AGREEMENT

EXHIBIT A – TERMS & CONDITIONS

A. VERIFICATION OF THE SOFTWARE PRODUCTS: At CLIENT's optional request, within thirty (30) days after each software product has been installed on CLIENT's system, TYLER will test and verify the software product in accordance with TYLER's standard Verification test procedure by demonstrating to CLIENT that the software product is loaded on the CLIENT's hardware system, is fully operational and substantially complies with TYLER's written specifications for the software set forth in Exhibit C. Timing of Verification may vary as agreed between TYLER and CLIENT in writing during the planning phase of the project. If CLIENT does not request Verification, Verification for each software product will be deemed to have occurred thirty (30) days after loading of that software product on CLIENT's system.

B. TRAINING: TYLER shall provide training as specified in Exhibit C, Description of the Software, Services, Hardware and Maintenance Fees. CLIENT shall have the following obligations with respect to training: (i) CLIENT staff shall be available for training as scheduled and agreed upon; (ii) training shall be provided in a suitable training location and on equipment provided by the county unless other arrangements are previously made with TYLER; (iii) CLIENT staff time shall be dedicated to the training sessions with minimal interruptions; and (iv) CLIENT staff shall be familiar with desktop computers and the Windows (client) operating system.

C. SUPPORT SERVICES: The terms and conditions for support of the software are set forth in Exhibit D of this Agreement.

D. ADDITIONAL SERVICES: Services requested by CLIENT beyond the scope of this Agreement or the Software Support Agreement (if any) shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

Professional Services (remote or on-site):	\$140 / hour
Per Diem and/or Travel Expenses:	\$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT.

E. PROJECT MANAGEMENT: CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

F. LATE PAYMENTS: If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney

Exhibit A



Gila County, AZ

CONT

2007-014935

Page: 5 of 33
09/06/2007 01:31P
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SALES AGREEMENT

fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.

G. CANCELLATION OR TERMINATION: Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event this Agreement is cancelled or terminated by CLIENT, CLIENT shall pay for all software products, services, and expenses delivered or incurred prior to the effective date of the cancellation or termination.

H. INTELLECTUAL PROPERTY INDEMNITY: If any action or proceeding is brought against the CLIENT that alleges that all or any part of the Software or any other deliverable, in the form supplied, or modified by TYLER, or the CLIENT's use thereof, infringes or misappropriates any United States copyright or patent or trademark or any trade secret, or violates any other contract, license, grant, or other proprietary right of any third party, the CLIENT, upon its awareness, shall give TYLER prompt written notice thereof. TYLER shall defend and hold CLIENT harmless against any such claim or action with counsel of TYLER's choice and at TYLER's expense and shall indemnify the CLIENT against any liability, damages and costs resulting from such claim. The CLIENT shall cooperate with and may, at its own expense, monitor TYLER in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as TYLER may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is based, in whole or in part, upon modifications to the Licensed Software made by the CLIENT, or any third party under CLIENT's directions, or upon the unauthorized use of the Licensed Software by CLIENT.

If the Licensed Software or any other deliverable becomes the subject of a claim of infringement or misappropriation of a copyright, patent, trademark, or trade secret or the violation of any other contractual or proprietary right of any third party, TYLER shall at its sole cost and expense select and provide one of the following remedies, which selection shall be in TYLER's sole discretion: (i) promptly replace the Licensed Software or the other deliverable with a compatible, functionally equivalent, non-infringing system or deliverable; (ii) promptly modify the Licensed Software or the other deliverable to make it non-infringing; or (iii) promptly procure the right of CLIENT to use the Licensed Software or the other deliverable as intended.

I. LIMITATION OF LIABILITY: TYLER shall not be liable for any loss, damage or claim arising under this Agreement, regardless of the form of action, except for the loss or damage caused by the negligence of TYLER. TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages; or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

Exhibit A



Gila County, AZ

CONT

2007-014935

Page: 6 of 33

09/06/2007 01:31P

0.00

SALES AGREEMENT

J. INDEMNITY FOR INJURY TO PERSONS OR PROPERTY: TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Agreement.

K. FORCE MAJEURE: Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

L. CLIENT RESPONSIBILITIES:

1. Backups: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER. This procedure includes adherence to a backup schedule, rotation requirements, verification of successful backups and off-site storage provisions.
2. Working Space: CLIENT agrees to provide TYLER with sufficient working space and time, access to the computer system and other facilities and adequate time on the part of appropriate CLIENT staff, including supervisory staff, during normal business hours as shall be reasonably required for TYLER to install and maintain the system and train CLIENT personnel.
3. Internet Connectivity: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate

Exhibit A

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Gila County, AZ

CONT

2007-014935

Page: 7 of 33

09/06/2007 01:31P

0.00

SALES AGREEMENT

Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of the Support Agreement, at TYLER's discretion.

4. Where applicable, Eagle software licenses are bundled with Oracle® Software Licensing. Oracle Software Licensing, Standard Edition, is included. Oracle Software Licensing allows for access to the TYLER Supplied Oracle Database provided herein through any of the TYLER supplied software. Application Specific Processor Licensing and Full Use Licensing are available through TYLER at additional cost should the County desire to utilize Oracle to run other applications.

5. **CLIENT Procured Hardware:** Should the CLIENT choose to procure some or all of the system hardware to support the proposed application, CLIENT acknowledges receipt of a list of recommended hardware from TYLER. While the equipment list previously provided is appropriate for most installations, some client-sites require additional hardware, the necessity of which may not be discovered until the site prep phase of services. Accordingly, during the site-prep phase of the services, TYLER technicians may recommend additional hardware or modifications to this hardware list. Examples of situations in which such recommendations could occur include, but are not limited to, excessive applications running on servers, inadequate backup configurations or equipment and lack of adequate Internet connection equipment. During the site-prep phase of the project, CLIENT and TYLER will mutually agree on the final hardware configuration that the CLIENT is to procure

M. MISCELLANEOUS:

1. **ASSIGNMENT:** This Agreement may not be assigned by CLIENT. TYLER may not assign this Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.

2. **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.

3. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

4. **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance

Exhibit A



Gila County, AZ

CONT

2007-014935

Page: 8 of 33

09/06/2007 01:31P

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SALES AGREEMENT

with the then prevailing rules of the American Arbitration Association.

5. **SEVERABILITY:** If any provision of this Agreement is held to be void or unenforceable by the courts in connection with litigation over this Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

6. **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

7. **AMENDMENT:** This Agreement may be amended only by a written document executed by all parties hereto.

8. **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Agreement for a governmental purpose, and that this is not a consumer transaction.

9. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.

10. **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

11. **INCONSISTENCIES:** Any inconsistencies in the Agreement shall be resolved by the following order of preference:

- a) Sales Agreement
- b) Exhibit A - Terms & Conditions;
- c) Exhibit B – Software License Agreement
- d) Exhibit C – Detailed Description of the Software, Services, Hardware and Maintenance Fees
- e) Exhibit D – Software Support Agreement
- f) Any other Exhibits in their order with D being first.

12. **INSURANCE:** TYLER shall provide and maintain and/or cause its subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

- a) Commercial comprehensive general liability with a combined single limit of not less than

Exhibit A



Gila County, AZ

CONT

2007-014935

Page: 9 of 33

09/06/2007 01:31P
0.00

SALES AGREEMENT

\$1,000,000 per occurrence, including bodily and personal injury, broad form property damage, blanket contractual, contractor's protective and products and completed operations;

- b) TYLER shall comply with applicable legal requirements for workers compensation; and
- c) TYLER shall maintain throughout the term of this Agreement professional liability insurance with coverage limits in amounts not less than \$1,000,000.

13. LABOR LAWS: TYLER shall comply with all existing applicable State and Federal Labor Laws in the performance of the work in this Agreement, including, without limitation, equal employment opportunity laws.



2007-014935

Page: 10 of 33

09/06/2007 01:31P

0.00

Gila County, AZ

CONT

Exhibit A

Page 6

SALES AGREEMENT

EXHIBIT B: SOFTWARE LICENSE AGREEMENT

This software license agreement covers all software products specifically listed in Exhibit C: Detailed Description of the Software, Services, Hardware and Maintenance Fees. To the extent that additional software products may be included in future releases, each such additional software product shall be subject to this Software License Agreement.

A. DEFINITIONS:

1. Terms not otherwise defined in this Exhibit B, Software License Agreement, shall have the meaning assigned to such terms in the Sales Agreement, including its Exhibits thereto.
2. "TYLER Software" means the software specified in this Agreement that meets certain TYLER programming, documentation and support standards, is supported and warranted by the software author identified in the software documentation and is distributed by TYLER.
3. "Software" means the computer software identified in this Agreement, together with all related software documentation, all subsequent documentation, improvements, and updates, in whatever medium, and includes, without limitation, all users' manuals, technical manuals, systems manuals and keyboard function strips, however designated, related to any computer software licensed under this Agreement.)

B. SOFTWARE PRODUCT LICENSE:

1. TYLER hereby grants to CLIENT a revocable, non-exclusive, nontransferable, non-assignable license to use the Software and accompanying documentation and related materials for the internal business purposes of CLIENT only, subject to the conditions and limitations in this Agreement. The license is revocable by TYLER if CLIENT fails to comply with the terms and conditions of this agreement, including without limitation, CLIENT's failure to timely pay the amounts due in full. Upon payment in full, the license shall become irrevocable, subject to restrictions on use and other terms set forth in this Agreement.
2. The foregoing license is limited to the specified number of users or specific CLIENT departments as set forth in Exhibit C – Detailed Description of the Software, Services, Hardware and Maintenance Fees. Substantial and continued use (as defined solely by TYLER) of the software in excess of the authorized licenses shall constitute the purchase of additional licenses by CLIENT and CLIENT shall be billed and pay for additional licenses beyond those authorized in this Agreement, including the corresponding software support costs.
3. Ownership of all software products, accompanying documentation and related materials, and any copies, modifications and enhancements to such software products and any related interfaces, including all intellectual property rights associated therewith, shall remain the sole property of TYLER.

Exhibit B

P:



Gila County, AZ

CONT

2007-014935

Page: 11 of 33

09/06/2007 01:31P

0.00

SALES AGREEMENT

4. In implementation of the foregoing license, TYLER shall furnish CLIENT with the Licensed Software and with associated user instructions and reference documentation, all of which material may be marked with a trade secret notation such as: "The information herein are trade secrets and proprietary properties of TYLER." The License granted under and subject to the terms and conditions of this Agreement authorizes CLIENT to use the Licensed Software as defined in Exhibit C and the granting of sublicenses is not permitted. CLIENT hereby acknowledges that similar software may be licensed or leased to other users.
5. CLIENT shall have the right to transfer this license to a replacement hardware system; provided, however, that (a) CLIENT shall provide TYLER with thirty days advance written notice of any proposed transfer; (b) CLIENT shall be responsible for all costs, including technical assistance (costs shall be billable charges to CLIENT at TYLER's then prevailing services rate); and (c) if database software other than Oracle is used on the CLIENT's servers, CLIENT is responsible for determining the transfer requirements for the database software to different hardware.
6. CLIENT acknowledges and agrees: (a) that each item of software, any modifications and enhancements and any related interfaces are valuable trade secret property of TYLER or the author of such item, and that all software bearing a copyright notice is, in addition, subject to the U.S. federal and state copyright laws; (b) that the use of a copyright notice on the Software shall not be taken to indicate that the Software has been published; (c) that it does not acquire title to the Software under this Agreement; (d) aspects of the Software that are trade secrets include, but are not limited to, the series of instructions or statements that comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and date handling, and report generation; and (e) to keep the 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.
7. CLIENT shall not perform decompilation, disassembly, translation or other reverse engineering on the Software. CLIENT shall not modify the Software. If CLIENT modifies the Software, TYLER will not support or correct errors in the modified Software or other Software affected by the modifications.
8. CLIENT shall not copy or duplicate any version of the Software, whether physical, magnetic, or otherwise. Notwithstanding the foregoing, CLIENT may copy the computer software, at its own expense, for the purpose of providing up to three (3) back-up copies, provided that CLIENT (a) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Software, (b) establishes a procedure for accounting for each such copy at all times, and (c) destroys each such copy when it is no longer required.
9. Except for disclosures to its employees and disclosures treated in the following paragraph,

Exhibit B

F



Gila County, AZ

CONT

2007-014935

Page: 12 of 33
09/06/2007 01:31P
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SALES AGREEMENT

CLIENT shall not disclose or transfer any portion of the Software or software developed with or from the Software, whether in physical, magnetic, or any other form to any person or organization. CLIENT shall use reasonable precautions (a) to ensure that CLIENT and its employees do not make unauthorized disclosures or transfers of the Software and (b) to prevent any unauthorized person or organization from possessing, using, viewing, inspecting, examining or copying any portion of the Software at any time. Without limiting the generality of the foregoing, CLIENT shall periodically inform its employees of CLIENT's obligations regarding the Software, and CLIENT shall be responsible for breaches of this provision by such employees. CLIENT agrees to notify any other author immediately of the possession, use, or knowledge of any portion of the Software by any unauthorized person or organization. In each case in which such unauthorized activity is related to the activities of CLIENT, or an employee of CLIENT, CLIENT agrees to take all steps reasonably necessary to terminate such unauthorized activity and to retrieve any copies of the Software which are in unauthorized hands. In any legal proceeding initiated by CLIENT in connection with such activities, TYLER or any other author may assume the prosecution of such proceeding, if such party, in its sole discretion, deems that its interests so require. CLIENT will promptly furnish TYLER or any other author full details of any unauthorized possession, use, or knowledge of the Software, and will assist in preventing the recurrence of such possession, use or knowledge. The provisions of this paragraph shall not limit in any way the rights of TYLER or any other author to recover damages or obtain other relief against CLIENT for breach of this paragraph by CLIENT or its employees. CLIENT shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of TYLER and each author and any act of CLIENT, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

10. CLIENT may disclose the Software to an independent contractor retained by CLIENT in connection with its use of the Software, provided that such independent contractor has, prior to such disclosure, executed a written non-disclosure agreement with TYLER on terms and conditions acceptable to TYLER. Notwithstanding the foregoing, TYLER may elect to deny disclosure to a third party in its sole reasonable discretion.
11. In order to help preserve the confidentiality of the Software, TYLER has or may in the future provide (a) scrambled or protected code or only object code for certain portions of the Software, or (b) implement other security measures regarding the Software. CLIENT agrees not to unscramble, decode, disassemble, or decompile such items, nor to circumvent such security measures for any purpose whatsoever, without the written consent of TYLER.
12. In the event CLIENT attempts to use, copy, disclose or transfer the Software or any modification thereof in a manner contrary to the terms of this Agreement or in derogation of the rights of TYLER or any other author, whether those rights are explicitly stated, determined by law or otherwise, TYLER and each author or any of them shall have the right, in addition to any other remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate. In addition to the foregoing, upon such improper use, copy, disclosure,

Exhibit B



Gila County, AZ

CONT

2007-014935

Page: 13 of 33

09/06/2007 01:31P

0.00

SALES AGREEMENT

or transfer of the Software by CLIENT, the licenses hereunder shall terminate immediately.

13. In the event of termination or expiration of this Agreement, the license rights granted to CLIENT shall immediately terminate and CLIENT shall immediately return, unencumbered, all existing copies of the Software to TYLER and certify to TYLER that all copies or partial copies of the Software have been returned or destroyed.
14. In the event of termination or expiration of this Agreement, all rights and the license granted to CLIENT hereunder shall forthwith terminate with respect to CLIENT. CLIENT may not thereafter in any manner avail itself of the rights granted in this Agreement.
15. CLIENT understands and agrees that TYLER itself may be under license(s) with respect to other software obtained from or under TYLER's license(s) with other vendors, including, but not limited to, Optical Character Recognition engine software used in OCR applications. CLIENT further understands that this Agreement is subject to said license(s) and all modifications thereof made subsequent to the effective date of this Agreement and CLIENT agrees to abide by the terms of such license(s).
16. THE OBLIGATIONS AND REMEDIES OF THE PARTIES REGARDING PROPRIETARY RIGHTS WHICH ARE SET FORTH IN THIS AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

C. LIMITED WARRANTY AND LIMITATION OF LIABILITY:

1. The media on which the Licensed Software is provided shall be, upon delivery and installation, free of defects in material and workmanship.
2. The Licensed Software shall possess all material functions and features, and shall perform in accordance with the specifications set forth in Exhibit C and in current documentation, and to the extent that the Software does not so perform, TYLER shall fix defects and provide such other remedial services as set forth in the Software Support Agreement, which shall be the sole remedy of CLIENT.
3. The Licensed Software shall be compatible with the Operating System, application programs, CPUs, and networks specified in the recommended hardware configuration.
4. TYLER does not warrant the Software against faulty performance due to (a) failure of operating systems, compilers, interpreters, utilities or other software not supplied by TYLER, to perform according to their respective specifications or (b) damage to any software or data caused by any software not supplied by TYLER.
5. Portions of the Licensed Software may have been developed by and may be the proprietary property of a third party (the "Third Party Software"). TYLER warrants that it has the legal right to license such Third Party Software and all warranties related to such Third Party Software shall pass through to CLIENT.

Exhibit B



Gila County, AZ

CONT

2007-014935

Page: 14 of 33
09/06/2007 01:31P
0.00

SALES AGREEMENT

6. TYLER warrants that it possesses all legal rights to the software developed by TYLER that is supplied as part of this Agreement.

THE TYLER SOFTWARE IS DELIVERED WITH THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH C ONLY. TYLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF TYLER AND THE RIGHTS AND REMEDIES OF CLIENT SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

D. SCOPE AND TERM OF LICENSE:

The license rights to use the Software granted to CLIENT are non-exclusive and are subject to the terms of this Agreement. Such use is limited to a maximum number of runtime users or specific organizations in the CLIENT's County as defined in Exhibit C and to the preparation of data and reports for CLIENT and for other affiliated organizations, provided that the processing is done by CLIENT's personnel on CLIENT's computers or temporary substitute computers. The Software may not be used by third parties, nor may CLIENT use the Software to process data for third parties, except as may be specifically required by the duties of the CLIENT's office.

E. CORRECTIONS, ENHANCEMENTS, AND NEW VERSION RELEASES:

Provided that CLIENT is operating under a valid Software Support Agreement, included as Exhibit D to the Agreement, TYLER may from time to time make available to CLIENT corrections and enhancements to the version of the Software or new version releases that are designed to improve the performance of, or add capabilities to, an existing application version of the Software. TYLER may issue such items as amendments to existing releases of the Software or may incorporate the items into new releases. New releases will be substantially compatible with earlier releases. CLIENT shall bear all costs for conversion and reprogramming necessitated by custom modifications.

F. MISCELLANEOUS:

1. TYLER or any other author may at any time, without notice, modify the Software or implement a new release of the Software as reasonably necessary to provide additional software security. CLIENT agrees to install such modified Software or new release promptly after receipt.
2. In recognition of the extraordinarily confidential nature of the Software, in no event shall the Software be subject to any levy, execution, attachment, garnishment, or seizure of any kind by any creditor, receiver, trustee in bankruptcy, or any other person, party, executor, successor, or assignee.
3. Oracle[®] Software License requirements:

Exhibit B



Gila County, AZ

CONT

2007-014935

Page: 15 of 33

09/06/2007 01:31P

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SALES AGREEMENT

The end user of the Oracle Software License (CLIENT) is notified that: (1) Use of the Oracle programs is restricted to the scope of the application package and to the business operations of the end user; (2) The following are expressly prohibited: (a) the transfer of the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device; (b) assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity; (c) timesharing, service bureau, subscription service, or rental use of the programs; and (d) title to the programs from passing to the CLIENT or any other party; (3) Reverse engineering (unless required by law for interoperability) and disassembly or decompilation of the programs are expressly prohibited. Duplication of the programs except for a sufficient number of copies of each program for the CLIENT's licensed use; (4) At the termination of the agreement, CLIENT must discontinue use and destroy or return to TYLER all copies of the programs and documentation; (5) Publication of any results of benchmark tests run on the programs is prohibited; (6) CLIENT must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (7) The Oracle programs are subject to a restricted license and can only be used in conjunction with the application package. The CLIENT is not permitted to modify the programs; (8) TYLER may audit CLIENT's use of the programs and report such use to Oracle. TYLER may assign its right to audit the CLIENT's use of the programs to Oracle; (9) Oracle is designated as a third party beneficiary of the end user license agreement; (10) The application of the Uniform Computer Information Transactions Act is excluded; (11) Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of Oracle's end user license agreement. TYLER may allow end users to permit agents or contractors to use the programs on their behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement provided that such end users are responsible for such agents' and contractors' compliance

Exhibit B



Gila County, AZ

CONT

2007-014935

Page: 16 of 33

09/06/2007 01:31P

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SALES AGREEMENT

EXHIBIT C: DESCRIPTION OF THE SOFTWARE, SERVICES, HARDWARE AND MAINTENANCE FEES

Exhibit C



Gila County, AZ

CONT

2007-014935

Page: 17 of 33

09/06/2007 01:31P

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EagleRecorder PRICE TOTALS

License Fees - Software				
Base License Fee	1	15,000	15,000	3,000
<i>(per installation of the master application)</i>				
Full Use Licenses				
Full Use (Seat) Licenses	13	3,000	39,000	7,800
Public View Licenses				
Public View (Seat) Licenses	4	500	2,000	400
Totals for EagleSoftware and Support			56,000	11,200

Totals for EagleSoftware			\$56,000
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Services				
Project Management	1	9,390	9,390	
Analysis, Design & Site Prep	1	7,710	7,710	
Conversion Services				
Data Upload	0	No Charge	No Charge	
Image Upload	0	No Charge	No Charge	
Software Staging	1	5,825	5,825	
Testing & User Acceptance	1	6,720	6,720	
Installation of Software and Hardware	1	6,310	6,310	
Training Services				
On-Site Training	1	23,150	23,150	
WebEx Training	1	2,000	2,000	
Go-Live Services	1	7,375	7,375	
Production System Transition	1	1,120	1,120	
Service Totals for EagleRecorder Module:			\$69,600	

Hardware				
EagleRecorder Database Server	1	9,695	9,695	
EagleRecorder Application Server	1	3,472	3,472	
Other Miscellaneous Hardware				5,624
Total for Hardware:			\$18,791	

Total of all License, Services, and Hardware				
Total for EagleRecorder Module:			\$144,391	



2007-014935
Page: 18 of 33
09/06/2007 01:31P
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Annual Support

Annual Software Support for EagleRecorder Module:	\$11,200
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Additional Modules

Software, Services, Hardware & Support for Internet Access

EagleWeb Application				
Internet Access Module	1	10,000	10,000	2,000
EagleWeb Services				
Installation and Implementation - Assumes EagleWeb Installation and Implementation occur in conjunction with EagleRecorder Training and Implementation.	1	4,500	4,500	
EagleWeb Server				
	1	3,788	3,788	
Total for Internet Access Software, Services and Hardware:			\$18,288	2,000

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Software, Services, Hardware & Support for eagleOCR

EagleOCR				
Automatic Indexing Module	1	25,000	25,000	5,000
EagleOCR				
Installation and Implementation - Assumes EagleOCR Training and Implementation occur in conjunction with EagleRecorder Training and Implementation. Please see additional information under the Explanation of Services and Description of Optional Modules portion of this quote.	1	19,265	19,265	
EagleOCR Server				
	1	3,788	3,788	
Total for EagleOCR Module:			\$48,053	5,000



2007-014935

Page: 19 of 33
09/06/2007 01:31P
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To Gila County, AZ

CONT

DESCRIPTION OF SERVICES	Unit Price	Service Costs	Estimated Per Diem/Travel Costs	Total Estimated Hours	Days On-Site
<p>1. Project Management</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs required for on-site visits as well as general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (client and TYLER), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.</i></p>	9,390	7,280	500	52	2
<p>2. Analysis, Design & Site Preparation</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs required for specific client requirements. Includes a Client Survey (remote or on-site). Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms. Services may be provided remotely via conference call and WebEx or may be conducted on-site at the Clients site.</i></p>	7,710	5,600	500	40	2
<p>3. Conversion Services</p> <p>Data Upload</p> <p><i>There are no charges for converting existing CRIS+plus data to EagleRecorder.</i></p>	No Charge	0	n/a	0	0
<p>Image Upload</p> <p><i>There are no charges for converting existing CRIS+plus images to EagleRecorder.</i></p>	No Charge	0	n/a	0	0
<p>4. Staging of Software</p> <p><i>Includes estimated professional services for all staging of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases. and hardware quoted.</i></p>	5,825	3,360	500	24	3
<p>5. Testing and User Acceptance</p> <p><i>Includes estimated professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products).</i></p>	6,720	6,720	0	48	0
<p>6. Installation</p> <p><i>Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers. Provides for both on-site and off-site services.</i></p>	6,310	4,200	500	30	2
<p>7. Training Services</p> <p>Training and Implementation</p> <p><i>Includes estimated professional services, travel time and expenses, and per diem costs for training and implementation required for a successful implementation of the project. This line item anticipates on-site training and implementation, complete with all ancillary logistical costs.</i></p>	23,150	14,000	2,000	120	10
<p>WebEx - Remote Training Hours</p> <p><i>Includes estimated remote WebEx training hours for follow-up training.</i></p>	2,000	2,000	n/a	20	n/a
<p>8. Go-Live Services</p> <p><i>Includes estimated professional services for Go-Live implementation and transition.</i></p>	7,375	5,600	0	40	5
<p>9. Production System Transition</p> <p><i>Includes estimated professional services to transition from a training and implementation status to a production system status.</i></p>	1,120	1,120	0	8	0
<p>10. Pricing Note</p> <p><i>Service hours have been estimated, based on a typical installation for a county of this size. Service hours assume that the County is able to meet their obligations regarding staff availability for all scheduled training, hardware delivery dates (if ordering their own hardware), etc. Service hours could be greater or less than those quoted. Any additional hours required will be scheduled with the consent of the County's Project Manager. Actual service hours will be billed.</i></p>					
Professional Services Total		\$68,600			



ITEM	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Database/Image Server for EagleRecorder	9,695	9,695
		<p>Dell PowerEdge 2900 Tower Server, Dual Core Single Processor Xeon 5130 Processor @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; PERC 5i integrated RAID Controller with Two (2) 73 GB SAS Hard Drives (Mirrored) and Two (2) 146 GB SAS Hard Drives (Mirrored); Total Usable Disk Capacity - aprox 219 GB; Dual Gigabit ethernet, internal CDRW/DVD-ROM drive, Redundant Power Supply; Windows Server 2003 Standard Edition x64 with 5 CALS. Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.</p> <p>Software included: One (1) Windows OEM 2003 Server One (1) Symantec Backup Exec 11.1 Database Backup Software One (1) TrendMicro OfficeScan AV for virus protection - 1 Year subscription</p> <p>Windows CALS and AV Licenses for up the following users: 20</p> <p>Tape Backup Vault Unit (15 tape unit)</p>		
2	1	Application Server for EagleRecorder	3,472	3,472
		<p>Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5iR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Linux may be substituted). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.</p> <p>Software included: One (1) Windows OEM 2003 Server for Five Users One (1) Apache/Tomcat Web Service</p> <p>Hardware Peripherals included: One (1) CDRW/DVD-ROM Drive</p>		
3	4	Bar Code Label Printers	480	1,920
		<p>Zebra TLP 2844 Bar Code Document Label Printer with 203dpi resolution, 4ips print speed. Includes parallel port expansion card.</p>		
4	4	Epson Receipt Printer	663	2,652
		<p>Epson TM-H6000ii Receipt Printer. Thermal Impact Receipt Printer with Autocut. Ethernet only connection. Includes Power Supply. White.</p>		
5	3	Cash Drawer	228	684
		<p>USB Cash Drawer. Can be used with or without Epson Receipt Printer.</p>		
6	1	Database Licensing		
		<p>Client to provide the appropriate Microsoft SQL Server license for this application.</p>		



2007-014935

Page: 21 of 33
 09/06/2007 01:31P
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ITEM	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
7		Cabling & Network <i>Services quoted do not include any network cabling or network infrastructure work. Eagle will provide patch cables from the workstations and server (if supplying the hardware) to the networked cable connection.</i>		
8		Hardware Pricing Note <i>All Hardware Pricing is subject to change. Final hardware availability and pricing is based on those prices currently available to Eagle from its vendors at time of order. Please note: All Hardware Returns are subject to a minimum 25% restocking charge.</i>		
9		Shipping and Insurance <i>Shipping and Insurance may have been estimated. Shipping and insurance costs are in addition to the cost of the equipment and will be billed to the customer at a later date.</i>		368
10		Pricing Subject to Change <i>All Hardware, Software and Services pricing quoted herein is valid for 60 days from the date of the Quote.</i>		
11		Consumables <i>Consumables/supplies such as backup tapes, CD's, label stock, receipt roll stock, copier stock, ink, and ribbons are not included in the price of the equipment unless otherwise indicated. When selected for this project, Eagle staff will work with the County to define the consumables required.</i>		
12		Internet Connectivity for Remote Support and Updates <i>Tyler's expectation and support pricing is based on a direct, high speed Internet connection for providing Support and Updates remotely. Should direct, high speed Internet connectivity not be available or allowed, additional support fees may apply.</i>		
13		Image Storage <i>Image Storage requirements have been estimated (Database/Image Server).</i>		
Total Network Hardware and Software				18,791



2007-014935

Page: 22 of 33
09/06/2007 01:31P
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Gila County, AZ

CONT

ITEM	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Hardware for Additional Modules

14	1	Application Server for EagleOCR	3,788	3,788
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Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5IR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Windows Server Required for OCR Engine). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.

Software included:

One (1) Windows OEM 2003 Server for Five Users
 One (1) Apache/Tomcat Web Service

Hardware Peripherals included:

One (1) External USB DVD Writer

15	1	Internet Access Server	3,788	3,788
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Dell PowerEdge SC1430 Tower Server, Dual Core Single Processor Xeon 5130 @ 2 GHz, 4MB L2 cache/processor, 4.0 GB 533Mhz Memory; SAS 5IR SAS internal RAID adapter with Two (2) 80 GB SATA Hard Drives (Mirrored), Gigabit ethernet, Windows Server 2003 Standard Edition x64 with 5 CALS (Linux may be substituted). Includes a 3 Year 5x10 Next Business Day on-site Warranty provided by Dell.

Software included:

One (1) Windows OEM 2003 Server for Five Users
 One (1) Apache/Tomcat Web Service

Hardware Peripherals included:

One (1) External USB DVD Writer



2007-014935

Page: 23 of 33
 09/06/2007 01:31P
 0.00

Gila County, AZ

CONT

ITEM PRODUCT DESCRIPTION

1 Dell Servers

Server Warranty: TYLER purchases all Dell Servers with a Extended Manufacturers Warranty for three full years of four hours response time, 8-5, Monday through Friday. Additional Manufacturers Warranty coverage is available.

2 Workstations

Dell OptiPlex Series Workstations: Three year Manufacturers Warranty from Dell.

3 Flat Screen Monitors

Dell 20" Monitors: Three year Manufacturers Warranty from Dell.

4 Bar Code Printers

Zebra Thermal Label Printers: One year Manufacturers Warranty from Zebra.

5 Receipt Printers

Epson TM-H6000ij are currently supported as Receipt Printers. Epson Receipt Printers include a One Year Manufacturer's Warranty.

6 TYLER's HARDWARE WARRANTY INFORMATION

Tyler passes on the Manufacturers Warranty to the client. Tyler Hardware Staff may assist client in diagnosing a hardware problem, but the ultimate resolution of the hardware problem is with the client and the manufacturer.



2007-014935

Page: 24 of 33
09/06/2007 01:31P
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Gila County, AZ

CONT



SALES AGREEMENT

EXHIBIT D: SOFTWARE SUPPORT AGREEMENT

This Software Support and Maintenance Agreement (this "Support Agreement") is entered into by and between Tyler Technologies, Inc. – Eagle Division ("TYLER") and Gila County, a governmental entity in the State of Arizona ("CLIENT").

WHEREAS, CLIENT has acquired a license to use certain proprietary software of TYLER pursuant to that certain Sales Agreement between CLIENT and TYLER, subject to the restrictions set forth in the Sales Agreement;

WHEREAS, CLIENT desires to acquire certain software support and maintenance services with respect to such software, and TYLER desires to provide such services, all on the terms and conditions set forth in this Support Agreement;

WHEREAS, terms not otherwise defined in this Support Agreement shall have the meaning of the terms set forth in Exhibit D, Definitions, which is incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. **COST OF SUPPORT SERVICES:** The cost of these services for the first year of the Agreement is **\$18,200** annually, which shall be paid as set forth in Paragraph 2 below and Paragraph A, General Terms & Conditions, of this Exhibit. Should TYLER be required to pay any additional fees and/or taxes associated with this contract, the appropriate amounts will be added to the invoices for the payments listed above.

2. **SUPPORTED APPLICATIONS:**

- EagleRecorder
- EagleWeb
- EagleOCR

PAYMENT TERMS: The software support services provided under this Agreement shall be in effect for 12 months based on the following initial payment schedule:

Support Price	\$18,200
Of the total support price, payments will be made by the CLIENT to TYLER as follows:	
First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications.	\$18,200

3. **TERM OF AGREEMENT:** The software support services provided under this Support Agreement shall be in effect for 12 months beginning upon Verification or ninety (90) days following, as defined above in the Payment Terms. This Support Agreement shall automatically renew for additional twelve month periods unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms,



SALES AGREEMENT

conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period. TYLER may, with notice to CLIENT as indicated above, increase the annual cost of software support services for a renewal term by an amount equal to the increase in the Consumer Price Index for All Urban Consumers U.S. City Average (CPI-U) for the last published annual period ending prior to such renewal. (In the absence of a recently published CPI-U, another published index that reasonably represents the average national inflationary increase may be substituted.) In the absence of any written notification, the renewal(s) shall be upon the same terms and conditions as set forth under Payment Terms, Invoicing below in Paragraph A.2.

4. GENERAL TERMS AND CONDITIONS: Set forth on Paragraph A is the General Terms and Conditions of this Support Agreement, which is incorporated by reference herein.

A: GENERAL TERMS AND CONDITIONS FOR SOFTWARE SUPPORT

1. INITIATION OF SUPPORT: Support for all software products shall begin on the date of Verification of each software application.
2. PAYMENT TERMS; INVOICING:
 - a). Support fees shall be due and payable upon Verification and subsequent years' maintenance fees for all products shall be due and payable on the anniversary of the start of the first year's maintenance.
 - b). TYLER shall invoice CLIENT upon Verification of the Supported Applications as defined above and each year thereafter on the anniversary of the Verification for the forthcoming year's standard charges and otherwise as set forth above. Payment for support services shall be due upon invoicing.
 - c). TYLER shall also invoice CLIENT each month for any additional fees and charges accrued and all reimbursable expenses incurred during the previous month.
 - d). If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.
 - e). Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products and Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to invoices and paid by CLIENT.
3. CONFIDENTIALITY: TYLER acknowledges that during discussions with CLIENT leading up to this Agreement and during its performance, certain proprietary or confidential data of CLIENT may be



SALES AGREEMENT

disclosed to TYLER or to TYLER's employees or agents. TYLER agrees that all data not normally available through other sources may be proprietary, and will be safeguarded by TYLER with the same degree of care that it accords to TYLER's own proprietary data. In no event shall confidential information include information that (i) is publicly known or becomes publicly known through no fault of TYLER, (ii) is generally or readily obtainable by the public, or (iii) constitutes the general skills, knowledge and experience acquired by TYLER before entering into this Agreement and thereafter.

4. **RISK OF LOSS:** CLIENT shall be responsible for protecting its system from loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed shall be replaced by TYLER at the request and sole expense of CLIENT.

5. **LIMITATION OF LIABILITY.** TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Support Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages; or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

6. **INDEMNITY FOR INJURY TO PERSONS OR PROPERTY:** TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

7. **TERMINATION:** Termination of this Agreement shall not affect either party's pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

8. **WORKING SPACE:** CLIENT shall provide TYLER with sufficient working space, time, and access to



SALES AGREEMENT

CLIENT's personnel and computer systems so that TYLER may support the system(s) specified herein.

9. **FORCE MAJEURE:** Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

10. **MISCELLANEOUS:**

- a). **ASSIGNMENT:** This Support Agreement may not be assigned by CLIENT. TYLER may not assign this Support Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.
- b). **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.
- c). **APPLICABLE LAW:** This Support Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.
- d). **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Support Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.
- e). **SEVERABILITY:** If any provision of this Support Agreement is held to be void or unenforceable by the courts in connection with litigation over this Support Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.
- f). **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Support Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.



SALES AGREEMENT

- g). **AMENDMENT:** This Support Agreement may be amended only by a written document executed by all parties hereto.
- h). **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Support Agreement for a governmental purpose, and that this is not a consumer transaction.
- i). **NO JOINT VENTURE:** Nothing contained in this Support Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.
- j). **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Support Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

B: SUPPORT TERMS

During the term of this Support Agreement, TYLER shall provide the following services in support of the Software, during the hours described in the CLIENT's project documentation.

1. GENERAL:

- a). TYLER shall maintain a trained staff capable of rendering the services set forth herein.
- b). TYLER shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to TYLER in accordance with TYLER's standard reporting procedures. TYLER shall initiate work in a diligent manner toward development of an Error Correction using the procedures outlined in Paragraph B.5, Problem Correction Procedures, below. Following completion of the Error Correction, TYLER shall provide the Error Correction through a "fix" consisting of sufficient programming and operating instructions to implement the Error Correction as soon as practicable.
- c). Support includes toll-free telephone software support; remote Internet access software support and all Software enhancements and bug fixes. Should an on-site visit be required to resolve a software problem, CLIENT will be charged only for travel and associated expenses per the then current TYLER's Preferred Rate Schedule. All time spent in resolving the software problem is covered by this Agreement.
- d). In the event that the CLIENT modifies the operating environment from the one installed, configured and recommended by TYLER and the system becomes unsupported, the CLIENT is responsible for all labor, travel and associated expenses at TYLER's then current Preferred Rate Schedule in order to return the operating environment to a stable and supportable condition.



**SALES AGREEMENT****2. SUPPORT ACCESS:**

- a). TYLER: TYLER shall maintain a telephone and Internet support center that allows CLIENT to report system problems and seek assistance in use of the supported Software.
- b). CLIENT: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of this Support Agreement, at TYLER's discretion.

3. REPORTING PROCEDURES: CLIENT must use all reasonable efforts to report problems covered by the Support Agreement to TYLER in accordance with the following standard reporting procedures:

- a). All problems with supported software should be reported to TYLER support personnel as soon as practicable after the problem is discovered. Notification of such problems may be directed to:
 - (i) TYLER's on-line support reporting system, which is the preferred notification method;
 - (ii) designated toll-free telephone support numbers during Normal Business Hours; or
 - (iii) by e-mail to designated e-mail support addresses.
- b). If possible, CLIENT shall ensure that the reporting of the problem to TYLER will be undertaken by (or at least involve) the user who actually experienced the problem.
- c). If possible, CLIENT shall ensure that the problem will be reported while it is still on the user's workstation.

4. BACKUPS: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER during implementation. This procedure includes a backup schedule, tape rotation requirements, Verification of successful backups and off-site storage provisions.**5. PROBLEM CORRECTION PROCEDURE:** Because software/application based errors are not all alike in severity and impact on operations, TYLER utilizes the prioritization plan outlined below for organizing and queuing software support calls.

- a). Priority 1 – Urgent: CLIENT'S software application is inoperative or a mission-critical portion of the software is inoperative. The inability to use the application has a critical impact on CLIENT's operations. Problems assigned a Severity 1 are understood to be those problems that block the CLIENT's ability to perform one or more critical business functions. Response Goal: within 30 minutes.



SALES AGREEMENT

- b). Priority 2 – Important: The software application is partially inoperative and the inoperative portion has a less critical impact on CLIENT's operations than Severity 1 errors. This category includes general questions concerning software operation. Response Goal: Within 2 hours
- c). Priority 3 – Normal: The software is usable with limited functions. The error condition is not critical to the continuing operation of CLIENT's system and does not interfere with critical business functions. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: within 1 business day.
- d). Priority 4 – Not Time Critical. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: one week.

6. **ESCALATION**: If CLIENT is not satisfied with the resolution to any problem provided by TYLER software support, whether with the quality of the solution provided or its promptness, CLIENT may contact the Support Manager assigned to the CLIENT's account and this support manager will take action as quickly as possible to provide a solution. If the resolution provided by this manager is still deemed unsatisfactory, CLIENT may seek assistance as necessary from TYLER's upper management. The following is the escalation order for TYLER support:

- 1. Application Specialist is the first line of support
- 2. Product Support Manager
- 3. Product Manager
- 4. Division President

Your Application Specialist can give you the names, phone numbers and e-mail addresses for the escalation contacts.

7. **CLIENT REQUESTED MODIFICATIONS**: In the event that TYLER is requested by the CLIENT to provide modifications to existing Software during the term specified herein, unless otherwise specified herein, and TYLER agrees to provide the modifications requested by CLIENT, CLIENT will be charged for programming per the then current TYLER Preferred Rate Schedule. TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current TYLER Preferred Rate Schedule.

8. **MINOR ENHANCEMENTS**: Alterations and improvements deemed by TYLER to be minor enhancements, including additional functionality, bug fixes and user interface improvements, will be provided free of charge under this Support Agreement at the sole discretion of TYLER.

9. **MAJOR ENHANCEMENTS**: TYLER may, from time to time, offer major Enhancements to its customers generally for an additional charge. TYLER may allow CLIENT to purchase or license each



SALES AGREEMENT

major Enhancement at a discount based on the time that the CLIENT has used the existing application. TYLER shall not require CLIENT to purchase such Enhancements to continue to receive support or correct errors covered by this Support Agreement. However, TYLER may, at its sole discretion, choose to discontinue support of some obsolete products or obsolete versions of products. If this is the case, the CLIENT will be given at least a twelve (12) months notice of such discontinuance of support.

TYLER will update, at no cost under this Agreement, only the System Software that is required to be updated in order to operate the latest release of TYLER APPLICATION Software installed on the CLIENT's system. TYLER will not update system or third party software at no cost simply because a new release of this software is available.

TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current Preferred Rate Schedule.

NOTE: TYLER WILL DETERMINE IF ANY GIVEN ENHANCEMENT IS TO BE CONSIDERED A MINOR ENHANCEMENT, AND THUS PROVIDED FREE, OR A MAJOR ENHANCEMENT, AND THUS AVAILABLE FOR AN ADDITIONAL CHARGE.

C: PREFERRED RATE SCHEDULE

This fee schedule applies to services provided by TYLER to CLIENT that are not contemplated under the terms of the Support Agreement, or which are being delivered as custom services or enhancements apart from the standard support services. These services shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

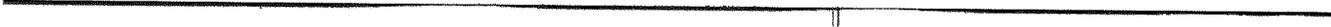
Professional Services (remote or on-site):	\$140 / hour
Per Diem and/or Travel Expenses:	\$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT.

D: DEFINITIONS

Enhancement refers to any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

Error is any failure of the Software to conform in all material respects to the functional specifications and/or user documentation of the Software. However, any non-conformity resulting from CLIENT's misuse or improper use of the Software or combining or merging the Software with any hardware or software not supplied by TYLER, or not authorized to be so combined or merged by TYLER, shall not be considered an Error.

Error Correction is either a software modification or addition that, when made or added to the





SALES AGREEMENT

Software, establishes material conformity of the Software to the functional specifications and/or user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on CLIENT of such nonconformity.

Normal Business Hours are the hours defined in the CLIENT's project documentation.

Software refers to each of the computer software products described herein. Each software module consists of both computer software and software documentation (e.g., user manuals, technical manuals, system manuals, keyboard function strips, and like items). Additions, corrections and enhancements of Software also fall within the definition of Software. "Software" refers both to the intangible information comprising the products and, as the context requires, every copy of the information.

