tyler
technologies

Third Party License and Services Agreement

This Third Party License and Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Collin County, Texas (the "Purchaser").

Background

Purchaser desires to engage Tyler to license certain software developed by a third party developer and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement; and

Tyler has an existing business relationship with Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations ("CSI") whereby Tyler may take orders for CSI software and coordinate delivery of CSI software to Purchaser; and

Purchaser desire to engage Tyler to provide certain professional services related to the installation of the CSI Software;

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

A. Tyler shall facilitate delivery of the products and furnish the services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary

- Exhibit A. – Professional Services Agreement

- Exhibit B. – End User License Agreement

- Exhibit C - Software Maintenance Agreement

- Exhibit D – Statement of Work

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

Signature: _____

Date _____ 31 MARCH 2016 _____

Name _____ MITCHELL SPENCE _____

Title _____ SR VP OPERATIONS _____

PURCHASER

Signature _____

Date _____ 3-29 16 _____

Name _____ Michalyn Rains _____

Title _____ Purchasing Agent _____

Court Order No. 2016-183-03-21

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IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.	PURCHASER
Signature: _____	Signature: _Michalyn Rains_
Date: _____	Date: _3-29-16_
Name: _____	Name: _Michalyn Rains_
Title: _____	Title: _Purchasing Agent_

Court Order No. 2016-183-03-21

Schedule 1

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
Core Intellidact Licenses **CSI-IDACT-CORE-FF2.4** Core Intellidact licenses redaction of up to 2,400,000 court pages per year. Includes image classify, unlimited field recognition, image cleanup processing, OCR/ICR/Voting with CSI Future Proofed fields for processing. Included within license is automatic load balancing, high availability IntelliGrid, unlimited server license, web administration, and management user interfaces for complete enterprise environment (production, training, development instances of technology). **CSI-IDACT-IGRID-ODY Qty1** Odyssey/Intellidact Connector - Odyssey interface to provide redaction transactions to Intellidact **CSI-IDACT-CIP Qty1** Intellidact CIP integration - Intellidact workflow modules to interface with Odyssey Configuration publisher interface. **CSI-IDACT-FPROOF Qty1** Intellidact Future Proof technology - provides for location and identification of all known personal identifiable information (PII), PCI security information, and HIPAA personal health information (PHI) with 5 year warranty on reprocessing at no additional cost for any fields required by law). **CSI-IDACT-TOTCASE Qty1** When redactions are added (or removed) from newly-filed court documents, TotalCase automatically examines all documents already existing for that case, adding or removing redactions as required to ensure document privacy and total case consistency. TotalCase also remembers prior applied redactions on the case and applies it to every document filed for that case in the future. *Requires development from Tyler **CSI-IDACT-PDF6.0 Qty1** Production of 100% compliant Adobe sPDF document output (using native Adobe PDF library). If sPDF output is selected, redacted and non-redacted sPDF's are generated with the redacted sPDF having text layer redaction (or text substitution) performed. **CSI-IDACT-VS-RV Qty1** 25 document classification and redaction validation clients used for verification of data extraction and redaction values. Add, modify, and delete redactions. **CSI-IDACT-IGRID-FDDM Qty1** File Drop Interface - File monitoring Service which monitors specified folders for documents to be consumed for redaction. **CSI-IDACT-IDM Qty1** Intellidact document management – Provides redaction validation document routing to specific users/groups; workflow engine subsystem configuration and status reporting. **CSI-IDACT-IWS Qty1** Intellidact Workflow Services - Intellidact workflow engine provides multitenant document processing and distributions - District Clerk, County Clerk, District Attorney.	**$194,509**	**$38,902**
LICENSE FEE PAYMENT TERMS 100% upon delivery of CSI software	TOTAL LICENSE FEE $194,509	ANNUAL M&S INCREASE $38,902 Billed directly from CSI

PROFESSIONAL SERVICES	AMOUNT
CSI-PIDACT-START **Qty1**	
Intellidact Starter package.	
160 hours professional services for Intellidact installations, configuration, training and initial Q/C ruleset certification. (Fixed Fee)	$36,875
Tyler Technology Advisory Services	
Advisory Services for Configuration of Publisher Conditions – 160 hours at $150 per hour (T&M)	$24,000
Travel Expenses – Not to Exceed	$11,000

TOTAL SERVICES	$71,875
TOTAL LICENSE & SERVICES	**$266,384**

Professional Services Agreement

1. THIRD PARTY SOFTWARE ORDER

1.1. Order. Upon execution by Purchaser of the End User License Agreement attached hereto as Exhibit B, Tyler shall secure and provide to Purchaser the CSI products described in Schedule 1 (the "CSI Software").

1.2. License. The CSI Software is licensed to Purchaser by CSI and the use thereof shall be governed by the terms of the End User License Agreement. Tyler is not a reseller or distributor of the CSI Software and Tyler's only obligation to the Purchaser related thereto shall be as defined in this Section 1. Tyler is authorized to accept and process Purchaser's order for CSI Software.

1.3. Payment. Purchaser shall make payment to Tyler for CSI Software License Fees detailed on Schedule 1 in accordance with the timetables in Exhibit D In accordance with Texas Government Code 2251. Tyler shall collect from Purchaser the CSI Software License Fees and shall make prompt payment of any required fees to CSI.

1.4. Warranty. Tyler disclaims all warranties, express and/or implied, with regard to the CSI Software including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Any and all warranties shall be as defined in the End User License Agreement. In the event that the CSI Software does not conform to the applicable warranty, Tyler's sole obligation shall be to reasonably assist Purchaser by facilitating communication and resolution with CSI.

1.5. Maintenance. The parties understand and agree that Tyler does not provide maintenance and support services with regard to the CSI Software. Maintenance and support services for the CSI software shall be provided by CSI pursuant to the separate agreement between Purchaser and CSI attached hereto as Exhibit C. Tyler's sole obligation with regard to maintenance on the CSI Software shall be to reasonably facilitate communication between Purchaser and CSI in the event maintenance related issues cannot be resolved directly between Purchaser and CSI. All sums due for maintenance services on the CSI Software shall be invoiced by and paid directly to CSI.

2. TYLER PROFESSIONAL SERVICES

2.1 Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a time and materials basis, unless otherwise indicated as a fixed fee service. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 shall be added only by mutually agreed amendment and will be billed at Tyler's then current services rates. In the event Purchaser desires services related to the CSI Software beyond the Tyler Professional Services detailed in Schedule 1, Purchaser shall obtain the same directly from CSI.

2.2 License Fee Collection. Tyler shall invoice Purchaser upon the Effective Date for the License Fees detailed in Schedule 1.Tyler shall remit any and all fees due to CSI in a timely manner for the software licensed to Purchaser pursuant to Exhibit B.

2.3 Invoice and Payment. Tyler shall invoice Purchaser for Professional Services and associated expenses with regard to time and materials services on a monthly basis as the same are provided. Tyler shall invoice Purchaser for fixed-fee services based upon the milestones contained in the attached Statement of Work. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein in accordance with Texas Government Code 2251. All payments shall be made in U.S. currency.

2.4 Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with

Section 2.2, provided, however, that the travel expenses detailed in Schedule 1 shall not be exceeded and paid by Purchaser without written authorization from Purchaser and written amendment hereto.

2.5 Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

2.6 Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section10.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

2.7 Subcontracting. Tyler reserves the right to subcontract any or all of the Professional Services and in the event thereof, Tyler shall not be relieved of its responsibility for the Professional Services.

3. CONFIDENTIALITY

3.1 Protection of Tyler Confidential and Proprietary Information. Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 3.1 and shall be responsible for breaches by such persons.

3.2 Judicial Proceedings. If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

4. WARRANTIES

4.1 CSI Orders. Tyler is authorized by CSI to accept and process orders for CSI Software and collect and remit payment to CSI for the same.

4.2 Professional Services. Tyler shall perform Professional Services in a timely and workmanlike manner consistent with industry standards.

4.3 Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws. In the event Tyler subcontracts Professional Services, Tyler shall monitor and oversee any assigned subcontractors.

4.4 No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

4.5 Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

4.6 Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 4 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE INCLUDING THOSE RELATING TO CSI SOFTWARE AND MAINTENANCE SERVICES.

5. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE; OR (3) INTELLECTUAL PROPERTY INFRINGEMENT.

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

6. INDEMNIFICATION

6.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or

otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

6.2 Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

6.3 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

7. INSURANCE

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A- VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

8. TERM, SUSPENSION, AND TERMINATION

8.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

8.2 Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 8.2.

8.2.1 For purposes of this Section, "Cause" means either:

8.2.1.1 a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

8.2.1.2 the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

8.2.1.3 breach of Section 3; or

8.2.1.4 if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

8.2.2 No Party may terminate this Agreement under Section 8.2 unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 9 following such period.

8.2.3   In the event either Party terminates this Agreement pursuant to this Section 8.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

8.3   Survival. The following provisions shall survive after the Term of this Agreement: 1; 3; 5; and 10.

9.   DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 9 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 3.

10.   MISCELLANEOUS

10.1   Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

10.2   Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

10.3   Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

10.4   Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

10.5   Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6   Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

10.7   Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

10.8   Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

10.9   Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

10.10   Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

10.11   Governing Law and Venue. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Venue shall be in Collin County, Texas including the United States District Court having jurisdiction therein.

10.12   Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Purchaser may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Purchaser shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Purchaser as a part of this Agreement. Tyler shall make such books and records available to Purchaser during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Purchaser's sole expense.

10.13   No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

10.14   Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

10.15   Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

10.16   Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Section 3 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

10.17   Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the 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 from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

11. CERTAIN DEFINITIONS

11.1 <u>Claims</u> mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

11.2 <u>Indemnified Parties</u> mean Purchaser and each of its personnel, agents, successors, and permitted assigns.

11.3 <u>Party</u> means, individually, Tyler and Purchaser.

11.4 <u>Project</u> means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

11.5 <u>Project Manager</u> means the person designated by each Party who is responsible for the management of the Project.

11.6 <u>Tyler Confidential and Proprietary Information</u> means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler.

[Remainder of this page intentionally left blank]

End User License Agreement

This End User License Agreement ("Agreement") is made and entered into as of March 21, 2016 (the "Effective Date") by and between Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations ("CSI") and Collin County Texas ("End User"). CSI and End User may be referred to individually as a "party" or collectively as the "parties."

A.   Pursuant to that certain Sales Framework Agreement between CSI and Tyler Technologies Inc.,("VAR"), VAR has the right under certain terms and conditions to accept and process orders for certain CSI Licensed Property (as defined below) to End User;

B.   Pursuant to that certain Third Party License and Services Agreement between VAR and End User to which this Agreement is attached (the "Purchase Agreement"), End User has requested a license to the Licensed Property; and

C.   CSI and End User now wish to establish the terms under which CSI will grant, and End User will accept, the license to the Licensed Property.

In consideration of the mutual promises contained herein, CSI and the End User agree as follows:

1.   DEFINITIONS

1.1   Agreement means this End User License Agreement, along with the Exhibits attached hereto, which are incorporated by reference, and any appendixes or attachments not attached hereto, but associated with the Agreement.

1.2   Business Day means any day, Monday through Friday, excepting any day that is a federal holiday.

1.3   Claims mean any and all claims, liens, demands, actions, causes of action, judgments excluding attorneys' fees and expenses.

1.4   End User means Collin County Texas.

1.5   Confidential Information means, with respect to CSI, confidential and/or proprietary information of CSI or its vendors which is disclosed by CSI to the End User, including but not limited to any and all CSI Trade Secrets, and CSI Software including any source codes, object codes, executable codes, databases, database schemas, software systems, software architecture, related Documentation, UML diagrams, user interface design and functionality, user interface look and feel (excluding End User data displayed), user processing workflows, financial data, marketing or business plans, and other business information and/or material of CSI, which is marked or otherwise identified to the End User as confidential, or which should reasonably be understood to be confidential and/or proprietary, whether disclosed prior to or after the date of this Agreement and whether disclosed orally, electronically, or in writing, and, with respect to End User, means any and all information which End User is mandated, by law, court order, rule or policy, to hold in confidence, such as financial and bank account data (collectively, "Confidential Information"). Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the receiving party in breach hereof; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, which is not prohibited from disclosing such information by obligation to the disclosing party; (c) is known by the receiving party as shown through written records or in the public domain prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto; or (d) is developed by the receiving party independently of any disclosures made by the disclosing party and without any use of the disclosing party's Confidential Information.

1.6   Critical Defect has the meaning set forth in Exhibit C – Software Maintenance Agreement

1.7   CSI means Sal & Associates, Inc. d/b/a Computing System Innovations, a Florida corporation.

1.8   CSI Trade Secrets means all methodologies and other CSI Confidential Information that constitutes a trade secret under applicable law.

1.9   CSI Modifications has the meaning set forth in Section 9.1.

1.10   CSI Software means: (a) software or deliverables provided by CSI to End User that are reflected in an executed Statement of Work; (b) applicable Embedded Third Party Software; (c) CSI Modifications; and (d) any Enhancement to such software.

1.11   Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the CSI Software caused by, arising from, or emanating from the reasonable control of CSI that renders the CSI Software, work performed and/or service provided by CSI to End User in non-conformance with the Specifications or the terms of this Agreement.

1.12   Documentation means the user's operating manuals and any other materials in any form or media provided by CSI to the End User.

1.13   Effective Date means the date set forth in the first paragraph of the Agreement.

1.14   Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the CSI Software as set forth in the Specifications and is provided by CSI along with CSI Software.

1.15   Enhancement(s) means a change or addition to the CSI Software or service, other than a Defect correction, that (i) improves the function of, (ii) adds a new function to or (iii) substantially enhances the performance of the CSI Software, or service, provided that Enhancements shall not include any improvements or new functions, in any form, that have additional value or utility, and may be priced and offered separately from the CSI Software or service.

1.16   Executive Dispute Level has the meaning set forth in Section 15.

1.17   Final Acceptance has the meaning set forth in Section 6.2.

1.18   Implementation Plan means the implementation plan set forth in a Statement of Work which provides for the timetables, milestones, and fees and expenses for, among other things, (a) the delivery and installation of CSI Software to the End User, and (b) the training of End User personnel, all in accordance with the terms of this Agreement.

1.19   Indemnified Parties mean CSI or the End User, as the case may be, and each of its personnel, agents, successors, and assigns.

1.20   Intermediary Dispute Level has the meaning set forth in Section 15.

1.21   License Fee means the fees as set forth in the Purchase Agreement.

1.22   Licensed Property means the CSI Software and the Documentation.

1.23   End User Maintenance and Support Fees has the meaning set forth in Exhibit C. – Software Maintenance Agreement.

1.24   Non-Critical Defect has the meaning set forth in Exhibit C – Software Maintenance Agreement.

1.25   Party means either End User or CSI.

1.26   Project means the delivery and license of the Licensed Property and the performance of all services to be provided by CSI in accordance with the provisions of this Agreement and any Statement of Work.

1.27   Project Manager means the person designated by each Party who is responsible for the management and implementation of this Agreement as more fully described in Section 2.2.

1.28   Software Maintenance Agreement means the maintenance and support services agreement for the CSI Software, which is attached hereto as Exhibit C.

1.29   Specifications means the information, functions, capabilities, requirements, and other specifications of the CSI Software, as provided for in an executed Statement of Work.

1.30   Statement of Work shall mean a document governed by the terms and conditions of this Agreement, executed by both parties (or both parties and VAR, as applicable), which shall set forth (a) the services, if any, to be provided; (b) the Licensed Property to be licensed, including any Specifications; (c) Implementation Plan and other milestones and deliverables and (d) such other terms as the Parties and the VAR may agree to with respect to a Project.

1.31   Term has the meaning set forth in Section 14.1.

1.32   Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by the End User from a third party that is minimally required to operate the CSI Software and such operating systems and other software that the End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the CSI Software.

1.33   Verification Procedure has the meaning set forth in Section 5.1.

1.34   Version Release has the meaning set forth in Section 9.1.

2.   FRAMEWORK

2.1   Framework.   As of the Effective Date, this Agreement sets forth the terms whereby CSI shall provide to the End User, and the End User shall acquire from CSI, the following, as set forth and identified on one or more Statements of Work (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee and (b) certain implementation, installation, testing, and training services related to the CSI Software as more fully detailed in an attached Statement of Work.

2.2   Project Management. CSI and the End User shall designate and cause the employees identified within the Exhibit(s) (or other qualified employees designated to replace such employee in accordance with this Agreement, subject to approval and acceptance in writing prior to replacement) to serve as:

A   PARTY'S PROJECT MANAGER, WHO SHALL MANAGE AND IMPLEMENT THE PARTY'S RESPECTIVE OBLIGATIONS PURSUANT TO THIS AGREEMENT AND SERVE AS THE PRIMARY CONTACT FOR THE RESPECTIVE PARTY.   THE PARTY'S PROJECT MANAGER IS AND SHALL BE QUALIFIED AND AUTHORIZED TO PERFORM THE TASKS ASSIGNED AND SHALL HAVE THE AUTHORITY TO NEGOTIATE THE DETAILS OF THE STATEMENTS OF WORK:

B   PARTY'S PROJECT SIGNATORY, WHO SHALL HAVE THE AUTHORITY TO NEGOTIATE THE DETAILS OF AND EXECUTE STATEMENTS OF WORK.

C   EACH PARTY REPRESENTS THAT ITS RESPECTIVE PROJECT MANAGER AND PROJECT SIGNATORY IS AND SHALL BE QUALIFIED AND AUTHORIZED TO PERFORM

THE TASKS ASSIGNED TO HIM/HER AS DEFINED IN (A) AND (B) ABOVE; AND ANY WRITTEN EXECUTION BY PARTY'S SIGNATORY SHALL BE BINDING ON THE RESPECTIVE PARTY.

2.3   Cooperation. The End User shall provide such reasonable information regarding its operations and reasonable access to its facilities (including, providing CSI reasonable access to a secure virtual private network connection or other comparable connection for use by CSI from time to time on a non-dedicated basis) and personnel in order for CSI to fulfill its obligations pursuant to this Agreement. The End User shall also provide CSI with periodic copies of CSI's production databases that CSI will use to perform testing of CSI Software at CSI's facilities.   To the extent the Statement of Work and/or Implementation Plan includes any deadlines, services, and/or Licensed Property that shall be determined at a time after the Effective Date, each Party shall negotiate in good faith to establish such deadlines, services and/or Licensed Property so as not to unreasonably interrupt the other deadlines of the Implementation Plan.

2.4   Responsibilities of End User. In addition to the other responsibilities set forth herein and as may be set forth in a Statement of Work or the Software Maintenance Agreement, and except as otherwise specifically set forth in this Agreement, the End User shall:

A   PROVIDE TRAINING OF ITS PERSONNEL IN ADDITION TO THE TRAINING TO BE PROVIDED BY CSI AS DETAILED IN EXHIBIT(S) OR A STATEMENT OF WORK.   THIS ADDITIONAL END USER TRAINING SHALL INCLUDE REMEDIAL TRAINING AND TRAINING OF NEW EMPLOYEES FOR WHICH CSI HAS TRAINED THE TRAINERS;

B   COLLECT, PREPARE, AND ENTER ALL DATA NECESSARY FOR THE DAY-TO-DAY OPERATIONS OF THE CSI SOFTWARE;

C   RETAIN SEPARATE COPIES OF ALL CONVERSION DATA DELIVERED TO CSI;

D   PROVIDE THE COMPUTER SYSTEM ON WHICH THE CSI SOFTWARE WILL BE LOADED AND OPERATED;

E   PROVIDE THE REQUISITE NETWORKS;

F   MAINTAIN AN INTERNAL HELP DESK FUNCTION;

G   PRIOR TO PROJECT COMPLETION, INSTALL ALL CHANGES OR UPDATES INTO THE CSI SOFTWARE AND THIRD PERSON SOFTWARE PRODUCTS THAT ARE FURNISHED BY CSI FOR THE PURPOSE OF CORRECTING FAILURES OF THE CSI SOFTWARE TO CONFORM TO, AND PERFORM IN ACCORDANCE WITH, THE REQUIREMENTS OF THIS AGREEMENT; AND

H   PROVIDE, AS PART OF THE END USER'S COMPUTER SYSTEM, A SECURE VPN CONNECTION AS NEEDED FOR USE BY CSI.

3.   TITLE AND LICENSE

3.1   License Grant. CSI hereby grants to the End User a non-exclusive, non-sublicensable, non-transferable, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for the End User's internal administration, operation, and/or conduct of the End User's business intended for CSI Software as described in the executed Statements of Work.   The foregoing license is revocable by CSI only after this Agreement is terminated in accordance with the provisions herein or the End User does not pay the License Fee in full as provided in the Purchase Agreement. The forgoing license includes the right for End User to integrate or interface the Licensed Property with Third Person Software only, provided, however, that CSI makes no representations or warranties with respect to such Third Person Software.   The Licensed Property is licensed and not sold to End User. As between End User on one hand and CSI on the other, all right, title, and interest in and

to the Licensed Property and any improvements, modifications, customizations (unless otherwise agreed to in a Statement of Work), Enhancement, or update thereto (now or hereafter resulting from the efforts of CSI, End User, or any other person, working together or alone) and all associated intellectual property rights shall at all times remain the sole and exclusive property of CSI. End User hereby disclaims any right, title, or interest in or to the Licensed Property, and agrees not to take any action inconsistent with or that would contest or impair the rights of CSI in or to such Licensed Property.

3.2 <u>Restrictions</u>. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by CSI the End User shall not:

A REVERSE ENGINEER, DE-COMPILE, OR DISASSEMBLE ANY PORTION OF THE CSI SOFTWARE, CSI TRADE SECRETS OR CSI CONFIDENTIAL INFORMATION;

B INTERCEPT AND REVERSE ENGINEER, DE-COMPILE, OR DISASSEMBLE ANY CSI SOFTWARE PROGRAMMATIC TRANSACTIONS, INCLUDING BUT NOT LIMITED TO SOAP, REST, HTTP, OR SQL TRANSACTIONS;

C ADD, CHANGE, OR DELETE DATA CONTAINED IN ANY CSI SOFTWARE DATABASES WITHOUT USE OF CSI SOFTWARE APPLICATION PROGRAMMING INTERFACES OR CSI SOFTWARE USER INTERFACES;

D SUBLICENSE, TRANSFER, RENT, LEASE, TIME-SHARE, OR OTHERWISE TRANSFER, OR OPERATE A SERVICE BUREAU USING, THE LICENSED PROPERTY, WHETHER AS A STANDALONE OR BUNDLED PRODUCT, FOR ANY REASON, AND ANY ATTEMPT TO MAKE ANY SUCH SUBLICENSE, ASSIGNMENT, DELEGATION, RENT, LEASE, SALE, TIME-SHARE, OR OTHER TRANSFER BY END USER SHALL BE VOID AND OF NO EFFECT;.

E MAKE COPIES OF THE LICENSED PROPERTY EXCEPT AS PROVIDED HEREIN;

F MODIFY, TRANSLATE, OR CREATE DERIVATIVE WORKS OF THE LICENSED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF CSI, WHICH MAY BE WITHHELD IN CSI'S SOLE DISCRETION;

G REMOVE ANY COPYRIGHT, TRADEMARK, PATENT, OR OTHER PROPRIETARY NOTICE THAT APPEARS ON THE LICENSED PROPERTY OR COPIES THEREOF; OR

H ALLOW ACCESS TO THE LICENSED PROPERTY BEYOND THE SCOPE OF THE LICENSE GRANT IN SECTION 3.1.

END USER SHALL INFORM ITS EMPLOYEES ABOUT THE RESTRICTIONS CONTAINED HEREIN AND END USER SHALL ENSURE THAT ITS EMPLOYEES AGREE TO AND STRICTLY ABIDE BY THE TERMS HEREIN. END USER HEREBY ACCEPTS FULL RESPONSIBILITY FOR ANY VIOLATIONS OF THE TERMS HEREIN BY SUCH EMPLOYEES OR ANY CONTRACTORS, SUBCONTRACTORS OR OTHER THIRD PARTIES ENGAGED TO ASSIST IN THE PROJECT. TO THE EXTENT THE END USER ENGAGES CONTRACTORS, SUBCONTRACTORS, OR OTHER THIRD PARTIES TO ASSIST IN THE PROJECT TO INTEGRATE OR INTERFACE THE LICENSED PROPERTY WITH THIRD PERSON SOFTWARE, THE END USER SHALL REQUIRE SUCH THIRD PARTIES TO EXECUTE A CONFIDENTIALITY AGREEMENT IMPOSING RESTRICTIONS AT LEAST AS RESTRICTIVE TO THOSE SET FORTH IN THIS AGREEMENT PRIOR TO SUCH THIRD PARTIES BEING PERMITTED ACCESS TO CSI SOFTWARE, CSI CONFIDENTIAL INFORMATION, AND/OR CSI TRADE SECRETS. END USER AGREES THAT IT SHALL NOT ALLOW ANYONE ACCESS TO THE FOREGOING ITEMS FOR ANY OTHER PURPOSE WHATSOEVER.

3.3   Copies. The End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use of the Licensed Property and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4   Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software. Access to and use of such Embedded Third Party Software shall be according to the terms, conditions, and licenses imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. To the extent legally possible, CSI shall pass through to the End User any and all warranties granted to CSI by the owners, licensors, and/or distributors of such Embedded Third Party Software. The End User shall be responsible for procuring and paying for all Third Person Software which is not embedded.

3.5   Title.

A   NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO VEST IN THE END USER ANY OWNERSHIP OR INTELLECTUAL PROPERTY RIGHTS IN AND TO CSI'S INTELLECTUAL PROPERTY (INCLUDING, WITHOUT LIMITATION, CSI CONFIDENTIAL INFORMATION AND CSI TRADE SECRETS), ANY COMPONENTS AND COPIES THEREOF, OR ANY DERIVATIVE WORKS BASED THEREON PREPARED BY CSI. ALL OWNERSHIP AND PROPRIETARY RIGHTS IN SUCH ITEMS ARE HEREBY EXCLUSIVELY RETAINED BY CSI.

B   ALL END USER DATA (INCLUDING, WITHOUT LIMITATION, ALL CONTENT IN ANY MEDIA OR FORMAT ENTERED INTO, STORED IN, AND/OR SUSCEPTIBLE TO RETRIEVAL FROM THE END USER'S COMPUTER SYSTEMS) SHALL REMAIN THE EXCLUSIVE PROPERTY OF THE END USER. CSI SHALL NOT USE THE END USER DATA OTHER THAN IN CONNECTION WITH PROVIDING THE SERVICES PURSUANT TO THIS AGREEMENT.

3.6   License Fee. In consideration for the license granted to the End User herein for its internal use of the Licensed Property, the End User shall pay the License Fee and any professional services fees to VAR, which shall be due and payable in accordance with the provisions of the applicable sections in the Purchase Agreement or any executed Statement of Work. VAR will be responsible for collecting all required payments for the License Fee from End User and remitting the proper amounts of such payments to CSI. In the event End User fails to make payment to VAR (or VAR fails to collect) the License Fee or professional services fees relating to CSI Software, End User agrees that CSI shall have the right to invoice End User directly and collect from End User payments due to CSI.

4. DELIVERY AND INSTALLATION OF THE CSI SOFTWARE

    4.1   Licensed Property. CSI shall submit the Licensed Property under a Statement of Work to the End User's place of business in accordance with the timetables set forth in the Statement of Work. All Licensed Property shall be sent at CSI's expense.

    4.2   Installation and Testing.

        A   CSI SHALL DELIVER, INSTALL, AND VERIFY THE CSI SOFTWARE AT THE END USER'S PLACES OF BUSINESS IN ACCORDANCE WITH THE TIMETABLES SET FORTH IN THE STATEMENT OF WORK AND PURSUANT TO A VERIFICATION PLAN AGREED UPON BY CSI AND END USER. UPON INSTALLATION, CSI SHALL CONDUCT ITS STANDARD DIAGNOSTIC EVALUATION AT THE END USER'S SITE TO DETERMINE THAT THE CSI SOFTWARE IS PROPERLY INSTALLED, SHALL VERIFY OPERATION PURSUANT TO THE PLAN, AND SHALL NOTIFY THE END USER'S PROJECT MANAGER AFTER COMPLETION THEREOF.

        B   THE CSI SOFTWARE SHALL BE DEEMED INSTALLED UPON SUCCESSFUL COMPLETION OF THE DIAGNOSTIC TESTS, AND NOTIFICATION TO THE END USER'S PROJECT MANAGER OF THE RESULTS.

5. VERIFICATION OF THE CSI SOFTWARE

    5.1   Verification Procedure. Upon delivery, installation, and diagnostic testing of the CSI Software pursuant to Section 4, and regardless of whether or not the End User supplies any test scripts pursuant to Section 5.2, CSI shall perform its standard test procedures as well as testing pursuant to the verification plan developed pursuant to Section 4.2 and provide all test results to the End User with a certification to the End User in writing that the CSI Software is operating in accordance with the Specifications (the "Verification Procedure").   CSI shall promptly correct any Defect revealed during the Verification Procedure. The End User, in its sole and absolute discretion, may monitor the Verification Procedure.

    5.2   Optional – End User Supplied Test Scripts for Verification Procedure. During the operational analysis of the CSI Software set forth in the Implementation Plan, the End User may, but is not required to, submit to CSI functional test scripts or other tests for each function to be delivered during the operational analysis, which test scripts and other tests shall be consistent with the Statement of Work and shall be used by the End User for purposes of verification testing.

    5.3   CSI Supplied Test Script Samples. To facilitate the End User's development of any such test scripts, CSI may provide to the End User for its internal use a test script sample set containing test scripts that End User personnel may use as examples for the development of its test scripts.   The Project Managers must agree on the specifics of any End User supplied test scripts in order for the test scripts to become a part of the Verification Procedures. The Project Managers shall promptly, but in any event not less than ten (10) Business Days, meet in good faith to resolve any issues or disagreements associated with a test script supplied by the End User. End User supplied test scripts delivered subsequent to the operational analysis activity of the CSI Software shall not apply to the Verification Procedure. The End User supplied test scripts, if any, shall be in addition to CSI's Verification Procedures set forth in Section 5.1.

6. FINAL ACCEPTANCE

    6.1   Operational Use. After the deployment of the CSI Software as set forth in the Statement of Work (and immediately following the successful completion of the associated Verification Procedures set forth in Section 5, the End User shall begin an operational use period to begin operation by the End User of the CSI Software ("Operational Use"). The CSI Software shall be deemed to have successfully completed Operational Use when such CSI Software has operated for a period of fifteen (15) consecutive calendar days without a Critical Defect.

A   IF A CRITICAL DEFECT OCCURS DURING THE INITIAL OR ADDITIONAL FIFTEEN (15) DAY PERIOD, THEN THE END USER'S PROJECT MANAGER SHALL PROMPTLY NOTIFY CSI'S PROJECT MANAGER IN WRITING, AND PROVIDED CSI AGREES WITH THE END USER'S PROJECT MANAGER'S DETERMINATION, CSI SHALL USE ALL REASONABLE PRIORITIZED EFFORTS TO PROMPTLY CURE SUCH CRITICAL DEFECT. UPON CSI'S CURE OF ANY SUCH CRITICAL DEFECT, THE FIFTEEN (15) DAY TIMETABLE SHALL BEGIN AGAIN WITH RESPECT TO THE CSI SOFTWARE.

B   IF A NON-CRITICAL DEFECT OCCURS DURING THE INITIAL OR ADDITIONAL FIFTEEN(15) DAY PERIOD, THEN THE END USER'S PROJECT MANAGER SHALL PROMPTLY NOTIFY CSI'S PROJECT MANAGER IN WRITING, AND CSI SHALL USE ALL REASONABLE EFFORTS TO PROMPTLY CURE SUCH NON-CRITICAL DEFECT. UPON CSI'S CURE OF ANY NON-CRITICAL DEFECT, CSI WILL PROVIDE THE SOFTWARE TO THE END USER IN THE NEXT SCHEDULED SOFTWARE RELEASE CYCLE. NON-CRITICAL DEFECTS ARE NOT SUBJECT TO ADDITIONAL FIFTEEN (15) DAY OPERATIONAL USE CYCLES.

C   AT THE END OF THE INITIAL OR ADDITIONAL FIFTEEN (15) DAY PERIOD(S), AS THE CASE MAY BE, THE CSI SOFTWARE FOR WHICH THE END USER HAS NOT REPORTED A CRITICAL DEFECT SHALL BE DEEMED TO HAVE SUCCESSFULLY PASSED OPERATIONAL USE. WHEN THE CSI SOFTWARE FOR WHICH THE END USER DID REPORT A CRITICAL DEFECT DURING THE INITIAL FIFTEEN (15) DAY PERIOD OR HAS PERFORMED FOR A PERIOD OF FIFTEEN (15) CONSECUTIVE DAYS WITHOUT A FURTHER CRITICAL DEFECT, THAT CSI SOFTWARE SHALL ALSO BE DEEMED TO HAVE SUCCESSFULLY PASSED OPERATIONAL USE.

6.2   Final Acceptance. When all CSI Software as set forth in the Statement of Work have successfully completed the Operational Use period set forth in Section 6.1, the End User shall be deemed to have "Final Acceptance" of the CSI Software and the CSI Software shall be subject to the terms and conditions of the Software Maintenance Agreement with respect to ongoing support and enhancement.

7.   DOCUMENTATION AND TRAINING

7.1   Delivery of Documentation. Following the successful completion of the Verification Procedures set forth in Section 5 and before the Final Acceptance period in Section 6, CSI shall provide to the End User the Documentation in electronic format.

7.2   User Group, Bulletin Boards, and Internet Sites. In addition to any other maintenance obligation or obligation to provide Documentation, CSI shall notify the End User of any user group, bulletin board, or internet site relating to the CSI Software or services provided by CSI pursuant to or arising from this Agreement, and to the extent requested by the End User Project Manager in writing, provide access thereto.

7.3   Training Plans and Materials; Personnel Training. CSI shall perform its duties pursuant to or arising from this Section 7.3 as follows:

A   CSI SHALL TRAIN END USER PERSONNEL IN ACCORDANCE WITH A MUTUALLY AGREEABLE TRAINING PLAN FOR THE CSI SOFTWARE AS DEFINED IN THE STATEMENTS OF WORK. THE TRAINING PLAN SHALL OUTLINE THE TRAINING REQUIRED FOR PERSONNEL TO OPERATE THE CSI SOFTWARE. CSI AND THE END USER MAY JOINTLY DEVELOP ADDITIONAL TRAINING MATERIALS, WHICH TRAINING MATERIALS SHALL, AMONG OTHER THINGS, SUPPLEMENT CSI'S STANDARD TRAINING MATERIALS, INCORPORATE THE END USER'S BUSINESS PROCESSES, AND EMPHASIZE THE RATIONALE AND TIMING REQUIRED BY A PARTICULAR OPERATION.

B   CSI SHALL PROVIDE END USER PERSONNEL WITH THE NUMBER OF HOURS OF TRAINING FOR THE RESPECTIVE PORTIONS OF THE CSI SOFTWARE AS SET FORTH IN THE STATEMENTS OF WORK.

C   TRAINING SHALL BE PROVIDED AT THE END USER'S PRINCIPAL PLACE OF BUSINESS OR OTHER SITE SELECTED BY THE END USER. TRAINING SHALL BE PERFORMED ACCORDING TO THE TRAINING PLAN, BUT IN ANY EVENT SHALL BE "HANDS-ON" USING PRODUCTION-READY VERSIONS OF THE CSI SOFTWARE. THE COURSES SHALL TRAIN THE END USER'S EMPLOYEES OR AGENTS IN A MANNER TO PROVIDE BASIC END USER TRAINING. THE END USER SHALL BE RESPONSIBLE FOR PROVIDING AN ADEQUATELY EQUIPPED TRAINING FACILITY TO OPERATE THE CSI SOFTWARE.

8.   MAINTENANCE SERVICES

Maintenance and Support Agreement. CSI shall provide the End User with maintenance and support services for the CSI Software in accordance with the terms of the Software Maintenance Agreement, and End User shall pay the Maintenance and Support Fees to CSI as set forth in the Purchase Agreement, Software Maintenance Agreement or an applicable Statement of Work. CSI will be responsible for issuing invoices for the Maintenance and Support Fees to End User and End User will be responsible for the timely payment of such invoiced Maintenance and Support Fees to CSI.

9.   MODIFICATIONS TO THE CSI SOFTWARE

9.1   CSI Modifications.

a.   *CSI shall correct Defects in the CSI Software pursuant to this Agreement and/or the Software Maintenance Agreement, as applicable, and may make Enhancements from time to time to the CSI Software (the "CSI Modifications"). Such Defect corrections and/or Enhancements may result in the creation of a new version(s) of the CSI Software (a "Version Release"). CSI Modifications, any Version Release and all associated intellectual property rights shall solely belong to CSI and shall be deemed part of the CSI Software. CSI in its sole discretion shall decide if any Enhancement is to be provided without cost or whether any Enhancement will be considered a separate product feature to be provided at an additional cost for the End User to utilize.*

b.   *Provided that the End User maintains the CSI Software pursuant to the Software Maintenance Agreement, CSI shall make available to the End User a copy of the CSI Software with Defect corrections no later than sixty (60) days following general availability of a Version Release. The End User shall not be immediately obligated to use any Version Release. In the event that the End User determines to utilize any Version Release, it shall be deemed part of the CSI Software for purposes of this Agreement. In the event the End User determines not to utilize the current Version Release or the prior version, CSI shall have no obligation to provide maintenance and support to the End User for such out of date version of the CSI Software.*

9.2   End User Modifications. CSI shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the CSI Software caused, directly or indirectly, by End User modifications or instructions or other changes to the CSI Software that are implemented without the prior written consent of CSI.

10.   CONFIDENTIAL INFORMATION AND TRADE SECRETS

10.1   Protection of Confidential Information. Neither party shall use for any purpose other than the performance of this Agreement, or disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information or trade secrets of the other party to any third party, without

such party's prior written consent unless otherwise expressly provided herein, except: (i) as may be required by law, regulation, judicial, or administrative process but subject to Section 10.2 below; or (ii) as required in litigation between the parties pertaining to this Agreement. Each party shall ensure that all employees, individuals, and third parties assigned to perform services herein shall abide by the terms of this Section and shall be responsible for breaches or violations by such persons or parties. As provided above, to the extent the End User engages contractors, subcontractors, or other third parties to assist in the Project to integrate or interface the Licensed Property with Third Person Software, the End User shall require such third parties to execute a confidentiality agreement imposing restrictions at least as rigorous as those set forth in this agreement prior to such parties being permitted access to CSI Software, CSI Confidential Information, and/or CSI Trade Secrets. End User agrees that it shall not allow anyone access to the foregoing items for any other purpose whatsoever.

10.2   Judicial Proceedings. Subject to applicable law, if either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential Information or trade secrets of the other party, then such party shall provide the other with prompt written notice of such request or requirement so that the appropriate party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing party, the receiving party nonetheless is legally compelled to disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the receiving party may, without liability herein, disclose to such court or tribunal only that portion of Confidential Information or trade secrets which the court requires to be disclosed, provided that the receiving party uses reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information or trade secrets by such court or tribunal.

11.   REPRESENTATIONS AND WARRANTIES

11.1   Media Defects. The media on which the CSI Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.2   Defects. Upon Final Acceptance and for a period of ninety (90) days thereafter (the "Warranty Period"), the CSI Software shall be free of Critical Defects. In the event that any Non-Critical Defects are identified during the Warranty Period, CSI shall apply reasonable efforts (and in all cases provide at least the level of responsiveness and resolution as provided for in the Software Maintenance Agreement) to cure such Non-Critical Defects.

11.3   Pass-Through of Warranties. To the extent legally possible, CSI hereby passes through the benefits of all third party warranties that it receives in connection with any Embedded Third Party Software provided to the End User.

11.4   Free and Clear Title. CSI has free and clear title (including all proprietary rights) to any Licensed Property delivered hereunder (other than Embedded Third Party Software) and the right to license any and all CSI Software that is licensed hereunder.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, CSI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.   LIMITATION OF LIABILITY

THE LIABILITY OF CSI FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO COMPLETION OF

OPERATIONAL USE FOR THE CSI SOFTWARE AS DETAILED IN THE APPLICABLE STATEMENT OF WORK, THE LICENSE FEES PAID BY THE END USER FOR SUCH CSI SOFTWARE; AND (B) AFTER COMPLETION OF OPERATIONAL USE FOR ANY CSI SOFTWARE, CSI'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE CSI SOFTWARE MAINTENANCE AGREEMENT WITH RESPECT OF SUCH AFFECTED COMPONENT OR MODULE WHICH IS THE CAUSE OF CONTROVERSY. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD OR (2) FOR OBLIGATIONS ARISING UNDER SECTION 13.1 AND 13.2 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR OBLIGATIONS ARISING UNDER SECTION 13.3(INTELLECTUAL PROPERTY INFRINGEMENT). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE END USER'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, PUNITVE, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

13.   INDEMNIFICATION

13.1   <u>General – Bodily Injury and Property Damage Caused by CSI</u>.   Notwithstanding any other provision of this Agreement, CSI shall defend, indemnify, hold, and save harmless the End User Indemnified Parties from and against damages, liabilities and costs resulting from any and all Claims for bodily injury or property damage sustained by or asserted against the End User arising out of, resulting from, or attributable to the negligent or willful misconduct of CSI, its employees, subcontractors, representatives, and agents; provided, however, that CSI shall not be liable herein to indemnify the End User Indemnified Parties against liability or damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the End User, its agents, contractors, subcontractors, or employees.

13.2   <u>Intellectual Property Infringement</u>.

a.   Notwithstanding any other provision of this Agreement, if any Claim is asserted, or action or proceeding brought against the End User that alleges that all or any part of the CSI Software, in the form supplied, or modified by CSI, or the End User's use thereof, infringes or misappropriates any United States intellectual property right (including any copyright or patent or any trade secret right), the End User, upon notice of such assertion, shall give CSI prompt written notice thereof. CSI shall defend, and hold the End User Indemnified Parties harmless against, any such Claim with counsel of CSI's choice and at CSI's expense and shall indemnify the End User Indemnified Parties against any liability, damages, and costs resulting from such Claim. The End User shall cooperate with CSI in the defense of any Claim and shall, if appropriate, make employees available as CSI may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a Claim is attributable to (i) modifications to the CSI Software made by the End User or at the request of the End User, (ii) integration of the CSI Software with any Third Person Software, (iii) any third party actions or modifications pursuant to the End User's directions or instructions, or (iv) upon the unauthorized use of the CSI Software by the End User. If any of the foregoing causes in the preceding sentence are the result of any Claims, the End User shall defend and hold the CSI Indemnified Parties harmless in accordance to the above procedures.

b.   <u>Mitigation</u>.   If the CSI Software becomes the subject of a Claim of infringement or misappropriation of a United States copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, CSI shall, at its sole discretion, and expense, select and provide one of the following remedies, which selection shall be in CSI's sole discretion:

    i.   replace the CSI Software with a compatible, functionally equivalent, non-infringing system; or

    ii.   modify the CSI Software to make it non infringing; or

iii.   procure the right of the End User to use the CSI Software as intended.

14.   TERM, SUSPENSION, AND TERMINATION

14.1   <u>Term</u>. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until a) the Agreement is terminated for Cause pursuant to Section 14.3 or b) by written agreement of the parties.

14.2   <u>Suspension.</u> The End User may, in its sole discretion, suspend the services to be performed under the Implementation Plan for a period of time by issuing a written order to stop work and by: a) paying all amounts due and owing under the Purchase Agreement, including research, development and professional services work in progress but not yet delivered and up through the date of the written order to stop work and, b) making full payment for any equipment or third party software licenses CSI may have acquired to fulfill this Agreement. The written order shall set out the terms of the suspension. Upon receipt of the written order to stop work and payment in full for equipment or third party software licenses, as well as full payment for all services performed up through the date of the written order to stop work, CSI shall stop all services and shall cease to incur costs to the End User during the term of the suspension. CSI shall resume work when notified to do so by the End User in a written authorization to proceed. CSI shall have no liability whatsoever for delays in the Implementation Plan caused by the End User's suspension of services. In no event shall CSI be required to resume services after three (3) months following the date of the written order to stop work.

14.3   <u>Termination for Cause</u>. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section.

      a.   *For purposes of this Section, "Cause" means either:*

           ii   a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

           iii   the failure by the End User to timely pay when due any fees and expenses owed to VAR on behalf of CSI pursuant to the Purchase Agreement, this Agreement, or any executed Statement of Work and any delinquent amounts remain outstanding for a period of thirty (30) days after CSI or VAR provides written notice of its intent to terminate for failure to pay;

           iv   breach of Sections 3 or 10;

           v   a suspension of services by the End User pursuant to Section 14.2 that lasts for at least three (3) months; or

           vi   if either party as applicable becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

      b.   *No Party may terminate this Agreement under this Section 14.3 until it notifies the other Party in writing of the existence of such material breach, provides the alleged breaching Party with time to cure such alleged breach, cooperates with the alleged breaching Party during time period on a good faith basis to cure such alleged breach, and complies in good faith with the dispute resolution procedures set forth in Section 15 following such period. The cooperation procedures set forth in this Section 14.3(b) do not apply for a termination for Cause as defined in Section 14.3 (a)(ii),(a)(iii),(a)(iv), or (a)(v).*

c.　*In the event either Party terminates this Agreement pursuant to this Section 14.3, each Party shall return all Licensed Property, products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein to the Licensed Property shall automatically terminate.*

d.　*Survival.　The following provisions shall survive after the Term of this Agreement: 3;10; 12;15; and 16.*

15.　DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by the End User and CSI's Director of Project Management ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to an executive officer designated by the End User and CSI's President, Vice President, or Chief Operating Officer ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 15 are confidential to the extent permitted by law and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to Claims for equitable relief.

16.　MISCELLANEOUS

16.1　Assignment. Neither Party shall assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. If assigned pursuant to this 16.1, this Agreement shall be binding and inure to the benefit of each of the Parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

16.2　Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

16.3　Notices. Except as otherwise expressly specified herein, all notices except service of process, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties or delivered by electronic means to the person designated to receive such electronic notice. For other than electronic notices, all notices, requests, or communications shall be deemed effective upon personal delivery or three business (3) days following deposit in the mail.

16.4　Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same. The Parties acknowledge and accept that signatures sent via facsimile and/or email in a PDF document shall be as legally binding as signatures upon originals.

16.5　Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

16.6   Entire Agreement. This Agreement and referenced attachments herein constitute the entire understanding and contract between the Parties.

16.7   Amendment. This Agreement, the referenced attachments, and any Statements of Work shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party or as otherwise provided herein. All amendments or modifications of this Agreement or any Statement of Work shall be binding upon the Parties despite any lack of consideration.

16.8   Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

16.9   Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

16.10   Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Venue shall be in Collin County, Texas including the United States District Court having jurisdiction therein.

16.11   No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

16.12   Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

16.13   Force Majeure. With the exception of any overdue payment of fees hereunder, no Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

16.14   Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3 and 10 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

16.15   Attorneys' Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement, neither Party shall be entitled to recover attorneys' fees or costs. This provision is specifically agreed upon to encourage good faith resolution of performance or fee issues and to discourage litigation.

16.16   Order of Precedence. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, subtask, deliverable, good, service or other work, between the main pages of this Agreement and the attachments, or between the attachments or components thereof, in the absence of an express statement to the contrary, such conflict or

inconsistency shall be resolved by giving precedence according to the following order of priority: (i) Statements of Work; (ii) Software Maintenance Agreement; and (iii) the main pages of this Agreement. Although CSI is not a party to the Purchase Agreement, the Purchase Agreement shall provide the details for the pricing related to the Licensed Property. Any Statements of Work, the Software Maintenance Agreement, and the main pages of this Agreement (in the order provided above) shall govern and control over any conflicting provisions in the Purchase Agreement regarding the CSI Software or any associated support and maintenance and the applicable fees.

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto as of the date first above written.

Sal, Johnson & associates, Inc. d/b/a

Computing System Innovations

Collin County Texas

By: _____

By: _____

Name: Henry Sal

Name: Michalyn Rains

Title: President

Title: Purchasing Agent

Date: 3/31/16

Date: 3-29-16

Address: 791 Piedmont Wekiwa Road

Apopka, Florida 32703

Address: 2300 Bloomdale Road
                  Mckinney Texas 75071

Court Order No. 2016-183-03-21

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto as of the date first above written.

Sal, Johnson & associates, Inc. d/b/a

Computing System Innovations

Collin County Texas

By:_____

By:_____

Name: Henry Sal

Name: Michalyn Rains

Title: President

Title: Purchasing Agent

Date:

Date: 3-29-16

Address: 791 Piedmont Wekiwa Road

Apopka, Florida 32703

Address: 2300 Bloomdale Road
                 Mckinney Texas 75071

Court Order No. 2016-183-03-21

Exhibit C
Software Maintenance Agreement

between

SAL, JOHNSON & ASSOCIATES, Inc.
d/b/a COMPUTING SYSTEM INNOVATIONS

("CSI")

a Florida corporation

having its principal place of business at:

791 Piedmont Wekiwa Road

Apopka, Florida 32703

and

Collin County Texas

("End User")

having its principal address at:

2300 Bloomdale Rd

McKinney, Texas 75071

This Software Maintenance Agreement (this "Agreement") dated March 21, 2016, by and between Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations ("CSI") and Collin County Texas ("End User") is attached as Exhibit B and hereby made part of that certain End User License Agreement (the "EULA") by and between CSI and End User, dated March 21, 2016. Pursuant to that certain Sales Framework Agreement between CSI and Tyler Technologies, Inc., ("VAR"), VAR has the right under certain terms and conditions to accept and process orders for certain CSI Software or Licensed Property (as defined in the EULA) to End User. Therefore, pursuant to that certain EULA dated March 21 2016, between End User and CSI, End User has purchased a license to the CSI Software or Licensed Property that will be subject to the maintenance and support terms and conditions provided herein.

(1) *Definitions and Identifications.* For purposes of this Agreement, the terms below shall have the meanings as defined in this Section 1. Unless otherwise specifically provided herein, any terms defined in the EULA and used herein shall have the same meaning as detailed in the EULA when used in this Agreement.

(a) *Basic Maintenance Period* - the basic maintenance period specified in Section 6 of this Agreement.

(b) *Covered Maintenance Services* - includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

(c) *Conformity Maintenance Services* - services necessary to insure that the CSI Software operates in conformity with all Specifications.

(d) *Critical Defect* - a bug, error, malfunction or other defect in the CSI Software which renders the CSI Software inoperable and without having a workaround to become operable.

(e) *Maintenance and Support Fees* - the fees for Covered Maintenance Services specified in Section 7 of this Agreement.

(f) *Non-Critical Defect* - any defect in the CSI Software other than a Critical Defect.

(g) *Online Support* - the provision of diagnostic advice and assistance concerning the use and operation of the CSI Software via a virtual private network or similar method.

(h) *Telephone Support* - the provision of general information and diagnostic advice and assistance concerning the use and operation of the CSI Software via telephone.

(i) *Upgrade Maintenance Services* - any Enhancement developed by CSI for the CSI Software and related Documentation during the term of this Agreement.

(2) *Scope of Agreement.* This Agreement covers the maintenance of CSI Software licensed and delivered by CSI for the benefit of End User pursuant to the EULA. **THIS AGREEMENT PROVIDES MAINTENANCE SERVICES ONLY WITH RESPECT TO CSI SOFTWARE, INCLUDING EMBEDDED THIRD PARTY SOFTWARE, SUPPLIED BY CSI TO END USER PURSUANT TO THE TERMS OF THE EULA. THIS AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PERSON SOFTWARE OR THIRD PERSON HARDWARE NOT SUPPLIED BY CSI TO END USER.**

(3) *Initial Maintenance Term.* The initial term ("Initial Term") of this Agreement shall begin following the expiration of the Warranty Period pursuant to Section 11.2 of the EULA ("Maintenance Agreement Effective Date"). Unless sooner terminated in accordance with Section 15 hereof, the Initial Term of this Agreement shall remain in effect for a period of one (1) year from the Maintenance Agreement Effective Date.

(4) *Automatic Renewal and Subsequent Term.* Upon expiration of the Initial Term or any Subsequent Term as defined below, this Agreement shall be automatically extended for successive one (1) year periods (each such one (1) year period referred to as a "Subsequent Term"), unless this Agreement is terminated during the Initial Term or any Subsequent Term in accordance with Section 15 of this Agreement.

(5) *CSI Software; Ownership.* This Agreement covers all CSI Software as described in any Statement of Work executed between CSI and End User, VAR and End User, or VAR, End User and CSI pursuant to the EULA and attached thereto. Unless End User otherwise notifies CSI in writing, all subsequently ordered CSI Software installed by CSI or VAR shall be automatically subject to this Agreement immediately upon the expiration of the Warranty Period without any separately executed agreement for such subsequently ordered and installed CSI Software, provided that such order and installation of CSI Software was requested and approved by End User, as detailed in an executed Statement of Work, VAR quotation or CSI Quotation. All changes, modifications, Enhancements, and other additions or improvements to the CSI Software or any Documentation including all associated intellectual property rights thereto shall remain the sole and exclusive property of CSI, and shall be subject to all of the terms and conditions of the EULA.

(6) *Basic Maintenance Period.* The Basic Maintenance Period commences on Monday and continues through Friday of each week (8:00 a.m. to 5:00 p.m., Central Standard Time), excepting any day that is a federal holiday

(7) *Maintenance and Support Fees.* Maintenance and Support Fees during the Initial Term shall be set forth in the Purchase Agreement between VAR and End User to which the EULA and this Agreement as an exhibit to the EULA is attached, or any Quotations and/or Statement of Work detailing the CSI Software being licensed under the EULA. Maintenance and Support Fees for CSI Software

purchased from CSI shall be paid to CSI. Maintenance and Support Fees become effective upon the Maintenance Agreement Effective Date with respect to the applicable CSI Software. For each Subsequent Term, Maintenance and Support Fees will be based on the then current CSI Maintenance and Support Fees, but shall not be increased by more than 3% per year over the previous year's Maintenance and Support Fees.

(8) *Payment* of *Maintenance and Support Fees.*

(a) *Invoices.* Maintenance and Support Fees shall be invoiced annually October 1st of every year by CSI for the Initial Term or any Subsequent Term unless otherwise set forth in the Purchase Agreement, or any Quotations or Statement of Work. Invoices for Maintenance and Support Fees shall be due and payable annually and payable in accordance with Texas Government Code 2251.

(b) *Subsequently Ordered CSI Software.* Maintenance and Support Fees for subsequently ordered CSI Software shall be paid as above but pro-rated for the applicable periods of this Agreement based upon the conclusion of the Warranty Period for such subsequently ordered CSI Software.

(c) *Failure of Payment.* In the event payment is not made as specified in this Agreement, End User shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however,* that if End User is a governmental agency or authority subject to a "prompt payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this Section 8(c).

(9) *Covered Maintenance.*

(a) *General.* CSI shall provide to End User all required Covered Maintenance Services. All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by CSI during the Basic Maintenance Period. Where such services will interfere with the functioning of the End User's office during its regular hours, Conformity Maintenance Services and Online Support and Telephone Support will be provided at a time agreeable to both parties. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the CSI Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by CSI hereunder.

(b) *Upgrade Maintenance Services.* As a part of this Agreement, End User shall also have the right to receive from CSI, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the applicable CSI Software Warranty Period and during the term of this Agreement (except as otherwise provided in

Section 9(c) hereof), all Version Releases to the CSI Software, including all associated Documentation. The right to receive Upgrade Maintenance Services does not include installation of any new release or any onsite training, and also does not include any new product, all of which are separately chargeable by CSI.

(c) *Support of Outdated CSI Software.* Support by CSI of previous versions of CSI Software will cease six (6) months following written notice by CSI to the End User of the availability of a new Version Release that is provided to End User by CSI. Support by CSI of previous versions of Embedded Third Party Software will cease in the time period provided for by the specific Embedded Third Party Software manufacturer. Failure of End User to install new Version Release's provided to End User by CSI or any other Defect correction or improvement provided by CSI or Embedded Third Party Software manufacturer within the allowed timeframe, shall relieve CSI of responsibility for the improper operation or any malfunction of the CSI Software as modified by any subsequent correction or improvement, but in no such event shall End User be relieved of any of its payment obligations to CSI hereunder, and CSI shall be released thereafter from its obligation to support the CSI Software. After failure to install in excess of the above allocated timeframe, in order for End User to return to current CSI Software release level and reinstate support, End User must obtain a CSI Software audit at then current CSI rates.

(d) *Online Support and Telephone.* Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from CSI's corporate offices. Remote access is required at a minimum to one End User location for remote support, which remote access equipment is to be obtained by End User at its sole expense.

(e) *Exclusions.* Covered Maintenance Services does not include maintenance required by or the result of any: (a) operator error or improper operation or use of the CSI Software by End User; (b) modifications, repairs, or additions to the CSI Software performed by persons other than CSI, and End User shall notify CSI in writing of any such modifications, repairs, or additions; (c) modifications, repairs, or additions to Third Person Hardware or to any Third Person Software supplied by any person other than CSI; (d) damage to CSI Software by End User's employees or third persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of CSI, including, without limitation, any matter described in Section 14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) CSI's requested involvement in determining or solving a problem with the CSI Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of the EULA; (k) CSI Software removed or detached from the End User's network or system; or, (l) modifications made to the CSI Software or to any of the Specifications requested by End User. Travel costs incurred by CSI, with the prior written approval of the End User, including, without limitation, mileage, air fare, meals, lodging, and similar items for services performed by CSI outside the scope of the Covered Maintenance Services shall be the sole responsibility of End User.

(10) *Response Times.* CSI will respond within four (4) hours for standard support issues and within one (1) hour for system outage issues (but only during the Basic Maintenance Period) as calculated from CSI's receipt of a request or notice from End User of the need for Conformity Maintenance Services or CSI's receipt of a request or notice from End User for Online Support or Telephone Support to resolve such issues. Any such request or notice from End User will, to the extent possible, identify any Critical Defect, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, End User will, at its own expense, provide its full good faith support and cooperation with CSI's efforts at resolution. CSI will use its good faith efforts to correct any Critical Defect within twenty-four (24) hours after its receipt of the request or notice from End User regarding the applicable Critical Defect. Any Non-Critical Defect as agreed to by CSI and the End User will be corrected, before the earlier of: (a) thirty (30) days following the date of the next release (following notice of Defect from End User) of an Enhancement relating to the applicable CSI Software component; or, (b) six (6) months following notice of Defect from End User. In this instance of a Non-Critical Defect, CSI will provide the End User with interim alternative solutions, provided such is available to address such Non-Critical Defect. Support and Maintenance may be initiated by the End User outside of the Basic Maintenance Period and will be provided by CSI 24x7 on a best effort basis having the cost for such billed as provided for in Section 11, Billable Call Maintenance.

(11) *Billable Call Maintenance.* Any maintenance service or related service or training other than Covered Maintenance Services will be charged at the rate of $181.25 per hour, which rate will not exceed a 3% increase each year. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half hour (1/2 hour). Should billable call maintenance services require travel to the End User's site, travel costs, subsistence and lodging will be billed to End User at CSI's actual costs. All charges for billable call maintenance shall be due and payable within thirty (30) days following proper invoice by CSI.

(12) *Taxes.* All Maintenance and Support Fees and all other charges payable hereunder are exclusive of federal, state, and local Taxes. If End User is tax exempt, it shall have no liability for taxes.

(13) *LIMITATION OF LIABILITY.* IN NO EVENT SHALL CSI OR END USER BE RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF USE. IN NO EVENT WILL CSI'S LIABILITY RELATING TO THIS AGREEMENT FOR DAMAGES, UNDER ANY THEORY OF LIABILITY OR FORM OF ACTION, IN THE AGGREGATE FOR ALL CLAIMS EXCEED ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OF THE MAINTENANCE AND SUPPORT FEES PAID BY END USER TO CSI FOR THE TWELVE (12) MONTH PERIOD OF MAINTENANCE PRECEDING THE EVENT THAT CAUSED SUCH DAMAGES. THE LIMITATIONS OF LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE WITH THE EXCEPTION OF WILLFUL MISCONDUCT, AND GROSS NEGLIGENCE. END USER AND CSI UNDERSTAND THAT THE FEES CHARGED OR AGREED TO BE PAID HEREUNDER SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS SECTION, AND THAT THE REMEDIES PROVIDED HEREUNDER ARE ADEQUATE.

(14) *Excusable Delays.* Notwithstanding any other term or provision hereof, neither party shall be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when

such delay or failure arises from causes beyond the reasonable control of such party, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, hurricanes, public building closures on a county wide basis, embargoes, rationing, acts of local, state, or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(15) *Termination.*

(a) *Termination at Will Upon Conclusion of Term.* During the Initial Term or any Subsequent Term of this Agreement, neither Party shall terminate this Agreement for reasons other than those expressly provided for in this Agreement; *provided, however,* that either Party hereto may terminate this Agreement at any time as of and effective at the conclusion of the Initial Term or any Subsequent Term upon written notice to the other Party given not later than ninety (90) days prior to the conclusion of the then current term of this Agreement. Notwithstanding such termination, if End User is not in default under this Agreement, and CSI elects to discontinue services by terminating this Agreement as set forth above, CSI must cooperate with End User by providing documentation, written technical materials and reasonable technical assistance as necessary to ensure End User's ability to continue to utilize the CSI Software so long as the EULA remains in effect. End User will warrant and agree to maintain the confidentiality of all materials and documentation.

(b) *Termination by CSI for Non-Payment or Upon Termination of License under EULA.* CSI may terminate this Agreement and its obligation to provide Covered Maintenance Services or any other service hereunder upon written notice to End User in the event End User fails to make any payment when due after twenty (20) days' notice of such failure to pay from CSI. This Agreement shall automatically terminate in the event the EULA or the subject Statement of Work is terminated upon the effective date of termination of the EULA and/or any subject Statement of Work. No termination pursuant to this subsection shall relieve End User of its accrued payment obligations up to the date of termination.

(c) *Termination by End User.* End User may terminate this Agreement for "cause" in accordance with this Section. For purposes of this Section, "cause" means a repeated, and substantial systemic failure of the CSI Software as identified and documented by the End User. In such event, the End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the End User is invoking its right to terminate this Agreement under this Section. Following such notice, CSI shall have ninety (90) days to cure such problems. Following the ninety (90) day period, CSI and End User representatives will meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the End User may terminate this Agreement. In the event of a termination under this Section, CSI shall return a portion of the Maintenance and Support Fees paid in advance by the End User to CSI on a prorata basis for the CSI Software directly involved with CSI's breach (based on the remainder of the term) and End User shall have no further obligations under this Agreement.

(d) *General Effect of Termination.* No termination of this Agreement shall relieve any Party hereto of any payment obligation that has accrued or been earned up to the date of

termination, or shall terminate any right or remedy available to a Party as a consequence of any breach of this Agreement prior to the effective date of termination.

(e) Reinstatement of Maintenance. In the event this Agreement is terminated (except for an uncured breach by CSI), and then End User subsequently elects to obtain any CSI Software support services provided hereunder, such services will be available for CSI's current yearly fee, plus a one-time fee equal to the sum of all missed Maintenance and Support Fees, providing the End User has installed the most current Version Release of the applicable CSI Software.

(16) *Miscellaneous Provisions.* All applicable miscellaneous provisions in Section 16 of the EULA are hereby incorporated into this Agreement by this reference.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto as of the date first above written.

Sal, Johnson & associates, Inc. d/b/a

Computing System Innovations

By _____

Name: Henry Sal

Title: President

Date: 3/31/16

Address   791 Piedmont Wekiwa Road

Apopka, Florida 32703

Collin County Texas

By _____

Name: Michalyn Rains

Title: Purchasing Agent

Date _____

Address: 2300 Bloomdale Rd.

McKinney, TX 75071

Court Order No. 2016-183-03-21

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto as of the date first above written.

Sal, Johnson & associates, Inc. d/b/a

Computing System Innovations

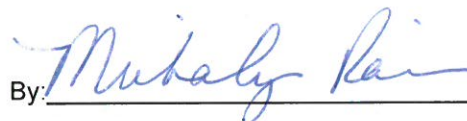**Collin County Texas**

By:_____

By:_____

Name: Henry Sal

Name: Michalyn Rains

Title: President

Title: Purchasing Agent

Date:

Date: 3-29-16

Address: 791 Piedmont Wekiwa Road

Apopka, Florida 32703

Address: 2300 Bloomdale Rd.

McKinney, TX 75071

Court Order No. 2016-183-03-21

Statement of Work

Version 1.0 • December 2, 2015

intellidact
intelligent redaction software

Statement of Work
Collin County
Redaction

This Statement of Work, jointly prepared by the Collin County Courts and Computing System Innovations (CSI) is the agreement for Services to be performed by Computing System Innovations ("CSI") as the Supplier, to Collin County Court ("COLLIN") the organization, to complete the tasks necessary to meet the Court's redaction goals.

Effective date: May 1, 2016

Key Deliverables: Intellidact redaction technology to provide redaction services of 2,400,000 court pages annually and integrate Intellidact forward file redaction within the Clerk's Case Management System – Tyler's Odyssey.

Organization Contact: Caren Skipworth

Supplier Contact: Trey Pickett

Location: Work to be performed at the Collin County Clerk's location, McKinney, Texas and Computing System Innovations, Apopka Florida

Schedule: Start Date: May 1, 2016   End Date: December 31, 2017

Terms: Purchaser shall make payment to Tyler for CSI fees in accordance with Texas Government Code 2251.

Policies and Procedures: All parties shall have read and agreed to adhere to the applicable policies, procedures and regulations with respect to behavior and security of COLLIN to the extent that they apply to independent Suppliers.

Table of Contents

DOCUMENT HISTORY

Paper copies are valid only on the day they are printed. Contact the author if you are in any doubt about the accuracy of this document.

Revision History

Revision Number	Revision Date	Summary of Changes	Author
1.0	12/02/2015	Document Creation	Victor Lee

1.1   Scope of Work

This Statement of Work defines the tasks and deliverables as related to the Collin County Clerk redaction project. Items to be delivered have been identified and accepted as in Tyler proposal.

- CSI shall provide Intellidact software as a forward file redaction solution, integrated with Tyler Odyssey 2012.1.41 or later versions for the Collin County Clerk.

- CSI will provide ongoing software support and maintenance as provided for in the Intellidact Software Maintenance agreement.

2   Tasks

The tasks to be performed under this contract are described below. Computing System Innovations must be cognizant of all these task dimensions in order to perform them completely and correctly.

- CSI shall submit an associated project management plan addressing the tasks specified in the Statement of Work

- CSI and/or its staff must have knowledge and expertise of the environment for which work is to be performed

- Documentation must be phrased in terms and language that can be easily understood and in formats as specified by the organization, i.e. MS Word, MS PowerPoint, MS Project etc

- The Collin County Clerk will review each submitted deliverable within 15 working days from the date of receipt

- CSI and Collin County Clerk will jointly schedule a kickoff conference call at a time where CSI, Tyler and its staff will be introduced to the Collin County Courts.

2.1 FORWARD FILE REDACTION

Task #1 PREPARATION TASKS for TEST ENVIRONMENT

Task #1	Tasks
Description	Preparation and creation of test environment for Intellidact / Odyssey integration.
Item #1	CSI will deliver all Intellidact software and software license to COLLIN for the software purchased on Tyler Contract.
Item #2	CSI will provide COLLIN with all hardware and software requirements. (Intellidact may be installed in a virtual machine environment.) CSI will provide COLLIN with estimated disk space requirements; including database space and transitory storage space. CSI will assist in any configuration questions as required.
Item #3	COLLIN will obtain hardware (servers) for Test (multiple as needed) and Production environments; based on requirements as identified by CSI.
Item #4	COLLIN will obtain disk space for databases for SQL Server for test (multiple as needed) and Production environments; as identified by CSI.
Item #5	COLLIN will obtain disk space for transitory file storage or other requirements as identified by CSI for test and Production environments.
Item #6	COLLIN will provide setup and configuration of all hardware and operating system software for Intellidact grid servers, Intellidact workflow services, and the Intellidact SQL database instance(s) for the test environment(s).
Item #7	COLLIN will define physical locations for 25 of the Intellidact's redaction validation stations.
Item #8	COLLIN will ensure that Tyler's Odyssey Configurable Publisher is available in the test environment(s). The version of the Odyssey for Integration with CSI's Intellidact could be: Odyssey 2012.1.41 or later versions.
Item #9	COLLIN will install Intellidact's redaction validation client on the selected PCs.

Task #2 INSTALLATION AND CONFIGURATION FOR TEST ENVIRONMENT

Task #2	Tasks
Description	Installation of Intellidact in COLLIN's test environment(s).
Item #1	CSI will install Intellidact Enterprise in COLLIN's test environment(s). Includes image classify, unlimited field recognition, image cleanup processing, OCR/ICR/Voting with redaction rules, dynamic court redactions, and CSI Future Proofed fields for processing. Included within license is automatic load balancing, high availability IntelliGrid, unlimited server license, web administration, and management user interfaces for complete enterprise environment.
Item #2	CSI will install and configure Intellidact grid servers in COLLIN's test environment(s).
Item #3	CSI will install Intellidact workflow services; necessary for Odyssey Configuration publisher interface to Intellidact in COLLIN's test environment(s).
Item #4	CSI will install Intellidact CIP plug-in to allow for Odyssey Integration.

Item #5	CSI will install Intellidact Document Management. IDM allows for Odyssey on-demand redaction as well as capable of management of validation processing with document routing and status reporting in COLLIN's test environment(s).
Item #6	CSI will install Searchable PDF Output in COLLIN's test environment(s). With Intellidact's advance character recognition and text correction processes, on an Intellidact compute grid, allows Intellidact to rapidly and accurately transform any document into a high quality searchable PDF. In addition, Intellidact provides the ability to create both a redacted and non-redacted version, with the redacted document having privacy information completely removed from the text layer as well.
Item #7	CSI will install and configure SQL database(s) in COLLIN's test environment(s).
Item #8	CSI and COLLIN will conduct system test of a functional Intellidact installation in COLLIN's test environment(s) with a standard "file drop" interface used to validate Intellidact's functionality.
Item #9	COLLIN's warranty period of 90 days will start upon COLLIN acceptance of Task #2, Item #8. 30 days prior to expiration of the 90 days of software warranty maintenance, CSI will bill COLLIN year 1 of software maintenance and support.

Task #3 INTEGRATION AND PRODUCTION IMPLEMENTATION

Task #3	Tasks
Description	Integrate Intellidact Test environment with Odyssey for forward file redaction processing. Move Intellidact forward file redaction into production environment. *CSI has allocated 20 man days of Professional services for Tasks 1, 2, and 3.*
Item #1	COLLIN will define Operational workflows; utilizing Tyler Professional Services as needed.
Item #2	CSI will develop (if needed), install, configure, and test Intellidact integration with Tyler's Configurable Publisher to send and receive documents to Intellidact via web services.
Item #3	CSI will provide onsite training at COLLIN for up to 10 trainers on use of Intellidact redaction software.
Item #4	COLLIN will prepare system test plan with CSI's assistance for the validation of the Integration of Intellidact with Odyssey in the COLLIN test environment(s) and COLLIN Production environment.
Item #5	COLLIN will conduct system test on the Integration of Intellidact with Odyssey; including Operational users; in the COLLIN test environment(s).
Item #6	CSI will resolve/ remediate any integration issues with Odyssey in the COLLIN test environment(s).
Item #7	COLLIN will provide acceptance on the successful Integration of Intellidact with Odyssey in the COLLIN test environment(s).
Item #8	CSI will conduct Intellidact Administrator training. (1 session; 1 day.)

Task #3	Tasks
Item #9	COLLIN will provide setup and configuration of all hardware and operating system software for Intellidact grid servers, Intellidact workflow services, and the Intellidact SQL database instance for the Production environment. CSI will assist in any configuration questions as required.
Item #10	CSI will install: Intellidact Enterprise, Intellidact grid servers, Intellidact workflow services, Document Management and Searchable PDF output in the COLLIN Production environment.
Item #11	CSI will install and configure SQL database(s) in the COLLIN Production environment,
Item #12	COLLIN will validate the Integration of Intellidact with Odyssey in the COLLIN Production environment.
Item #13	COLLIN will commence redaction of Odyssey court documents utilizing the Integration of Intellidact with Odyssey in the Production environment.

3   Terms of Payment

Tyler shall invoice COLLIN on a milestone basis for payment on this statement of work. Each Tyler invoice will be for a specific payment milestone according to the following schedule which shall be payable pursuant to Local Government Code 2251.

Ref #	Billing Milestone	COLLIN Amount Due
0	Redaction Contract Execution Payment milestone evidenced by COLLIN receipt of contract execution.	$ 0.00
1	Task 1 – Item 1: Delivery of CSI software and license. Payment milestone evidenced by COLLIN receipt of software and license.	$ 194,509.00
2	Task 2 – Item 8 – Installation of Intellidact in Test COLLIN Environment Payment milestone evidenced by COLLIN being able to review Intellidact software as installed and functioning (as evidenced by the ability to perform Intellidact file drop processing of a document and validate it being processed and available for review in Intellidact validation).	$ 18,437.50
3	Task 3 – Items 7 or 2 – Integration of Intellidact and Odyssey and installation of IntelliDact into COLLIN's Tyler production environment. Payment milestone evidenced by having approximately 100 documents input into Tyler Odyssey, being redacted by Intellidact, and updated back into Tyler Odyssey successfully, or 45 days after delivery of Intellidact integration within Tyler Odyssey testing environment.	$ 18,437.50
4	First year Software Maintenance and Support Payment Payment milestone being 90 days after software license activated for COLLIN test system (30 days prior to expiration of software warranty period Task 2 Item 9). **Software Maintenance will be billed directly from CSI**	$ 38,902.00
5	Tyler Technology Advisory Services Advisory Services for Configuration of Publisher Conditions-160 hours at $150 per hour (T&M)	$ 24,000.00
6	Travel Expenses – Not to Exceed	$ 11,000.00
	Payment Totals	**$305,286.00**