



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation, and Collin County, Texas ("Client").

WHEREAS, Tyler and Client are parties to license and services agreement dated January 10, 2012 ("Agreement"), under which Client acquired a license to various Tyler software products ("Tyler Software") and related services; and

WHEREAS, Tyler and Client amended the Agreement on October 23, 2017 to add Odyssey Supervision software ("Odyssey Supervision"), as well as related professional services and maintenance and support ("October 2017 Amendment"); and

WHEREAS, Tyler and Client desire to amend the Agreement to terminate the Odyssey Supervision license and add Tyler Supervision Adult Case Management Software, formerly CaseloadPro, (collectively "Tyler Supervision Software") as further detailed herein; and

WHEREAS, the parties have determined that the Tyler Supervision Software will better serve the business needs of Client.

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

1. Upon the Amendment Effective Date, Client's license to Odyssey Supervision shall terminate.
2. Upon the Amendment Effective Date, the terms and conditions set forth in Attachment 1 shall apply.
3. All terms and conditions not herein amended or superseded shall remain in full force and effect and shall govern this Amendment.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: 9/9/2019

Client

By: Michalyn Reins

Name: Michalyn Reins

Title: Purchasing Agent

Date: 9/24/19

per Court Order No. 2019-840-09-23

Attachment 1

1. Definitions. The following definitions shall apply to this Amendment:

- “Amendment Investment Summary” means the cost proposal for the Tyler Supervision Software, along with the hosting term and associated number of users, attached hereto as Exhibit A.
- “Tyler Supervision Support Call Process” means the support call process applicable to the Tyler Supervision Software. A copy of Tyler Supervision Support Call Process is attached as Schedule 1 to Exhibit B.
- “Tyler Supervision” means the software components formerly known as the CaseloadPRO software identified in the Amendment Investment Summary.
- “Tyler Supervision Documentation” means any online or written documentation related to the use or functionality of the Tyler Supervision Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “Data” means your data necessary to utilize the Tyler Supervision Software.
- “Defined Users” means the number of users that are authorized to use the SaaS Services. The Defined Users for the Tyler Supervision Software are as set forth in Exhibit A.
- “Hosting Services” means the hosting services Tyler will provide for the Tyler Supervision Software for the fees set forth in Section 8 of this Amendment. Terms and Conditions for the Hosting Services are set forth in this Amendment.
- “Justice Partner Users” means Client’s designated governmental agencies, other than the County’s probation department, that are granted read-only access to Tyler Supervision for an unlimited number of users.
- “Merchant Payment Card Processing Agreement” means the agreement that governs the online payment portion of Web Reporting, as such activity is described in the SOW.
- “SaaS Fees” means the fees for the SaaS Services identified in this Amendment.
- “SaaS Services” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Supervision Software, and includes the right to access and use the Tyler Supervision Software, receive maintenance and support on the Tyler Supervision Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of any County-owned operating system or hardware; support outside of our normal business hours; or training, consulting or other professional services.
- “SLA” means the service level agreement applicable to the Hosting Services for the Tyler Supervision Software. A copy of Tyler’s current SLA is attached hereto as Exhibit B.
- “Statement of Work” or “SOW” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Supervision Software, and outlining your and our roles and responsibilities in connection with that implementation. The SOW is attached as Exhibit C.
- “we”, “us”, “our” and similar terms mean Tyler.
- “County”, “you” and similar terms mean Client.

2. Products Added. The Tyler Supervision Software itemized in the Amendment Investment Summary (**Exhibit A**) is hereby added to the Agreement as of the Amendment Effective Date. Additionally, the terms and conditions of this Amendment, including all exhibits attached hereto, pertain to the Tyler Supervision Software only, and are not applicable to the previously licensed Tyler Software under the Agreement.

3. SaaS Terms.

- a. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Supervision Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Supervision Software, as further described in Section 6 "Maintenance and Support".
- b. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with Section 8 of this Amendment. The SaaS Fees are based on the number of Defined Users. You may add additional users at our then-current rates.
- c. **SaaS Term and Termination.** The initial SaaS term shall commence on October 1, 2019 and continue for five (5) years ("Initial Term"). Upon expiration of the Initial Term, the SaaS term will renew automatically for additional one (1) year renewal terms (each a "Renewal Term") at the rates set forth in Exhibit A unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Supervision Software and the SaaS Services will terminate upon the termination or expiration of any SaaS term.
 - i. **Termination during Initial Term.** Should Client terminate during the Initial Term for any reason other than cause, lack of appropriations or Force Majeure, Client will owe Tyler the following payments:
 1. if you terminate during the first year of the Initial Term, \$91,644.
 2. if you terminate during the second year of the Initial Term, \$42,228; and
 3. if you terminate during the third year of the Initial Term, \$19,222; and
 4. if you terminate during the fourth year of the Initial Term, \$9,845.
 5. In addition to the payments described above, Client will not receive a refund of any prepaid SaaS Fees for the year in which Client terminates the Agreement.
 - ii. **Return of Data upon termination.**
 1. Upon termination of this Amendment for any reason, Tyler shall return to Client all Data in Tyler's possession, in a mutually agreeable file format, within forty-five (45) days of the effective date of the termination.
- d. **Ownership.**
 - i. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Supervision Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Supervision Software, including without limitation, all software used to provide the Tyler Supervision Software and all Tyler logos and trademarks reproduced through the Tyler

Supervision Software, as well as any copyright or other intellectual property rights in and to the Tyler Supervision Software.

- ii. You do not acquire under this Agreement any rights to use the Tyler Supervision Software in excess of the scope and/or duration of the SaaS Services.
 - iii. The Tyler Supervision Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - iv. You retain all ownership and intellectual property rights to the Data.
- e. Restrictions. You may not: (a) make the Tyler Supervision Software or Tyler Supervision Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Supervision Software, or Tyler Supervision Documentation available to any third party other than as expressly permitted by this Agreement.
- f. Software Warranty. We warrant that the Tyler Supervision Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section (6) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Supervision Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

4. SaaS Services.

- a. To the extent applicable, Tyler will make available to Client, upon Client's written request, the service level terms of any third-party cloud services provider that hosts the Tyler Supervision Software.
- b. You will be hosted on shared hardware in a third-party data center. Databases containing your Data will be dedicated to you and inaccessible to our other customers.
- c. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Supervision Software must be restored.
- d. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- e. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your

written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

- f. We provide secure data transmission paths from each of your workstations to our servers.
5. Professional Services. Tyler will provide you the various implementation-related services for the Tyler Supervision Software in accordance with the SOW attached hereto as Amendment Exhibit C.
 6. Maintenance and Support.
 - a. For so long as you timely pay your SaaS Fees, then in addition to the terms set forth in the SLA and the Tyler Supervision Support Call Process, we will:
 - i. perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Supervision Software (limited to the then-current version and the immediately prior version);
 - ii. provide telephone support during our established support hours set forth in Exhibit B, Schedule 1;
 - iii. maintain personnel that are sufficiently trained to be familiar with the Tyler Supervision Software in order to provide maintenance and support services; and
 - iv. make available to you all major and minor releases to the Tyler Supervision Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.
 - b. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates for local governments. You must request those services with at least one (1) weeks' advance notice.
 7. Termination of Odyssey Supervision License. In exchange for the rights granted to you to use the SaaS Services, as set forth in Section 3(A) of this Amendment, you agree to relinquish your license to Odyssey Supervision. Accordingly, your license to Odyssey Supervision shall terminate on the Amendment Effective Date.
 8. Payment Terms.
 - a. SaaS Fees.
 - i. Commencing on October 1, 2019, Client shall make its first annual SaaS Fee payment as set forth in the Amendment Investment Summary. Thereafter, Client shall make annual SaaS Fee payments on every October 1st in accordance with the payment schedule set forth in the Amendment Investment Summary.
 - b. Professional Services Fees.
 - i. Tyler will utilize the total amount of professional services fees associated with Odyssey

Supervision as set forth in the Investment Summary, including the due dates for payment of such fees, to deliver the professional services for the Tyler Supervision Software. For the avoidance of doubt, once Client has paid all professional services fees under the October 2017 Amendment, no additional professional services fees will be due for the implementation of the Tyler Supervision Software.



Exhibit A
Amendment Investment Summary

The following Amendment Investment Summary details the Tyler Supervision Software to be delivered by Tyler to Client under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date.

[On next page]

Exhibit A - Amendment Investment Summary

The following Amendment Investment Summary details the Tyler Supervision Software to be delivered by Tyler to Client under this Amendment, and is effective as of the Amendment Effective Date.

Initial Term: October 1, 2019 – September 30, 2024

Software: Tyler Supervision Case Management – SaaS Fees are calculated based on 90 Users; however, the SaaS Fees shown below will remain unchanged through September 30, 2024 regardless of the number of users.

Credit: Upon the Amendment Effective Date, Tyler shall issue Client a credit for previously paid license fees (\$172,000) and maintenance and support fees (\$36,120) for Odyssey Supervision in the amount of \$208,120.

SaaS Fee Payments for Initial Term:

October 1, 2019: Total SaaS Fee of \$81,000 minus Credit of \$41,624 = \$39,376.
 October 1, 2020: Total SaaS Fee of \$85,050 minus Credit of \$41,624 = \$43,425.
 October 1, 2021: Total SaaS Fee of \$89,302 minus Credit of \$41,624 = \$47,678.
 October 1, 2022: Total SaaS Fee of \$93,767 minus Credit of \$41,624 = \$52,143.
 October 1, 2023: Total SaaS Fee of \$98,456 minus Credit of \$41,624 = \$56,832.

Payments will be made in accordance with Texas Local Government Code, Chapter 2251.

SaaS Fee Payments beyond Initial Term:

October 1, 2024 – Calculate based on total number of users multiplied by per user fee of \$95 per month.

October 1, 2025 through October 1, 2029: SaaS Fees will be invoiced at Tyler’s then-current rates; provided, however, that Tyler will not increase the SaaS Fees by more than 3% per year over the prior year. Subsequent SaaS Fees after October 1, 2029 will be at Tyler’s then-current rates; provided, however, that the parties shall negotiate in good faith a mutually agreeable increase in such fees prior to October 1, 2029.

Professional Services Expenses:

Tyler will utilize the professional services fees under the October 2017 Amendment to implement Tyler Supervision. Such fees are set forth in the table below:

PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Project Management	832.00	170.00	\$141,440
Data Conversion	950.00	155.00	\$147,250
Deployment	40.00	155.00	\$6,200
Business Process Review	24.00	155.00	\$3,720
Setup, Configuration & Consulting	608.00	155.00	\$94,240
Training	212.80	145.00	\$30,856
Go-Live Assistance	120.00	145.00	\$17,400
Follow-Up Training	16.00	145.00	\$2,320
Collin County – Funded Custom Development	1882.00	155.00	\$291,788

Travel Expenses:

The cost of travel expenses for the implementation of Tyler Supervision with not exceed \$25,000.



Exhibit B Service Level Agreement

Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Supervision Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Supervision Software is not available for your use.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Supervision Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

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

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s). You may request a downtime report from us once per quarter.

b. Our Responsibilities

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

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

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

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. For the avoidance of doubt, during the Initial Term of this Agreement, the then-current SaaS Fee shall be calculated off of the total SaaS Fee prior to any credit being applied, as such credits are set forth in the Amendment Investment Summary.

The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. Force Majeure means an event beyond the reasonable control of Tyler or Client, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Tyler or Client. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit B – Schedule 1 Support Call Process – Tyler Supervision

Support Channels

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

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

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

- (1) Tyler Website (<http://www.tylertech.com>) for accessing client tools, documentation, and other information including support contact information.
- (2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (3) Knowledge Base – a repository documentation that can assist clients in answering questions or troubleshooting and resolving commonly known issues.

Support Availability

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

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

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the client’s needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of

support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the client have successfully validated the reported Defect/support incident.

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

Incident Escalation

Tyler Technologies’ software support consists of three types of personnel:

- (1) Account Representatives: responsible for (a) responding & resolving incidents; (b) providing technical assistance to support representatives; and (c) day to day account management.
- (2) Support Managers: responsible for the management of support teams
- (3) If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Manager. Your Support Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect. Any issues or incidents that remain unresolved will be escalated to the General Manager of Tyler Supervision within Tyler.

Remote Support Tool

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



Exhibit C
Statement of Work

Collin County – Tyler Supervision Implementation

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1. Introduction

Overview

This SOW presents the stages, tasks, and activities that Tyler will execute to implement the Tyler Supervision Case Manager solution for Collin County Community Supervision. The project will implement **Tyler Supervision Adult Case Management**.

Products and Licenses Included: The following products, license features, offices and case types are included and governed by this SOW:

Table 1 - Licensed Products and In Scope Offices and Case Types

Licensed Products	
<ul style="list-style-type: none"> Tyler Supervision Adult Case Management 	
In Scope Offices	In Scope Case Types
<ul style="list-style-type: none"> Community Supervision and Corrections 	<ul style="list-style-type: none"> Adult Probation

2. Definitions

The following terms and definitions shall be used through this SOW.

- Agile means the method of software design and delivery utilized by Tyler’s product development organization.
- Configuration means the set of completed user and system defined code tables within the Management Section of Tyler Supervision. Examples: Caseloads and Activity Types
- Conversion means the steps and sequence required to populate data from the legacy system into Tyler Supervision.
- Data Review means a qualitative and quantitative investigation of the data that was populated into Tyler Supervision during a Conversion Push.
- End User Training means the set of activities intended to educate the future users of Tyler Supervision on the functionality of the Tyler Supervision software.
- Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
- Solution Validation means the set of tests and testing activities that occur as the Tyler Supervision solution is being deployed.
- Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas.
- Terms Not Otherwise Defined shall have the meaning as set forth in the January 10, 2012 Agreement.

3. Roles and Responsibilities

The detailed breakdown of the client roles and responsibilities for the Project Team is listed in the table below. Tyler strongly encourages the following when considering the Project Manager and Project Team structure:

- SME representation from key operational areas
 - Ability to fully **understand their process areas** and the upstream or downstream impact for all decisions
 - Active participants** in Conversion Data Review
- Command level **decision makers** must be present, and **empowered** to make and drive **key business decisions**

Note, that each project is unique, and the duration required for each participant type may change. Approximate percentages are given to help with staffing allocation.

Role Type	Role Description	Sample Activities	Project Utilization % Est.
Data Conversion – Non-Technical*	Ability to understand and identify data elements as they migrate from the legacy system into Tyler Supervision; Understands operation impacts of data; able to assist in explaining data rules to be applied to conversion programs	Data Reviews; Configuration; Code Mapping	60%
Data Conversion – Technical	Ability to understand the legacy data structure at the infrastructure or database level. Has an understanding of the current construct and data definitions of the legacy data; able to assist in extracting the legacy data; able to participate in Tyler Supervision data reviews and in the conversion balancing process	Data Extracts; Data Pushes; Data Reviews	60%
SME – Operations*	Deep knowledge and understanding of current business practices and policies; understands the “why” behind a given set of processes – possesses an attitude and understanding that questions the “we’ve always done it that way” ideal	Data Reviews; Business Process Definition and Documentation; Configuration; Custom Development sprint reviews	75%
SME – Technical / Infrastructure	Deep knowledge and understanding of the technical aspects of the legacy systems. This role usually has multiple facets, but generally consists of team members who are skilled in SQL, TCP/IP Networking, Firewalls, AntiVirus	Infrastructure setup and planning; infrastructure troubleshooting	10%
<p>*Note: In many implementations, the Operational SMEs act as the non-technical data conversion resource(s). In those instances, there is a single pool of SMEs who are engaged in all SME related activity, including the data reviews.</p>			

Roles and Responsibilities – Tyler Team

During the duration of the project implementation, Tyler will assign a Project Manager. In addition, the Project Manager will coordinate other Tyler specialty resources at certain points in the project as needed. Specialty resources may include an Implementation Consultant, a Conversion Engineer, Integration Engineers, and Software Engineers.

Role Type	Role Description	Sample Activities
Project Manager	Responsible for the overall management and progress of the project. Communicates project issues, risks, and status to all stakeholders. Reviews incoming development project requests to determine feasibility and recommend solution alternatives.	Project Planning, Activity Scheduling, Project Status Reports, Resource Coordination, Issue and Risk Management.
Implementation Consultant	Responsible for SME training, system configuration setup and business process consulting. Additional responsibilities include End User training or Train the Trainer training.	Configuration, Conversion Data Reviews, Training, Business Process Definition

Conversion Engineer	Sometimes referred to as a Database Administrator (DBA), this resource is a skilled SQL programmer, responsible for converting the Client legacy data into Tyler Supervision using a combination of the IFL and related conversion programs, and custom SQL scripts.	Data Conversion
Integration/Interface Engineer	Skilled technical resource, knowledgeable in Tyler Supervision incoming and outgoing data and around integrations/interfaces and data exchanges in general	Integrations Consulting, Integrations Development
Software Engineer	Skilled technical resource, knowledgeable in the Tyler Supervision application. Responsible for software customizations in the application.	Software development, System Customization

Travel Expectations

During the project implementation, most activities can be completed via remote conferencing. However, there are some key activities that should be completed on site at a Collin County location. This project has allocated up to 25% of the professional services implementation time to travel based on characteristics of the project. When onsite travel is required, Tyler staff will adhere to Tyler Courts & Justice Division travel guidelines, which attempt to maintain a consistent balance of Client presence and home office locations.

4. Project Approach

The five major stages involve a series of distinct tasks and deliverables for configuring and deploying the Tyler Supervision solution. The stages and associated tasks will be performed in this project are detailed below.

Stage 1: Project Initiation and Planning

This stage involves Pre-Implementation Planning and facilitates verifying that the sequencing, timing, and scope for the project are correct. The specific tasks of this stage are described below.

Tyler's methodology places the project manager in the key role of coordinating and directing the resource teams that are responsible for delivering Tyler Supervision and its customer enhancements. Tyler's project management teams coordinate all aspects of the project from requirements analysis and development monitoring to data conversion, training and implementation.

Task 1.1 – Project Planning

Tyler will work with Client to coordinate and plan a project kickoff meeting. Together during the meeting, the team will review the project organization, project tracking and reporting tools, implementation lifecycle, and product development lifecycle. The attendees will leave the kickoff with an understanding of the project activities and their respective roles within each of the activities.

Change Order Management. Should the need for a significant change to project scope, schedule, and/or cost be identified during the Tyler Supervision Project, the change will be brought to the attention of the Collin County Project Manager, along with an impact assessment (cost, priority, duration of the change to be incorporated) of the change will occur. While such changes may result in additional costs and possible delays relative to the implementation schedule, some changes may result in less cost to Client (i.e.; the Client decides it no longer needs a deliverable in whole or part) or less effort on the part of Tyler.

Assumptions

- The project kickoff will be conducted at single, central, location.
- The Client Project Team will provide a meeting room sufficient to conduct a project kickoff meeting.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Executive Team and Project Team will provide input and feedback into the Project Management Plan Deliverable.
- Client Project Team will provide feedback and input on the Project Management Plan Deliverable.

Deliverable	Description
<p>1.1.1 Project Management Plan</p>	<p>The deliverable’s intent is to be a document used to help manage, track, and assign project tasks and progress. This deliverable includes three components listed below:</p> <ol style="list-style-type: none"> 1. Communication Plan. This section of the deliverable details the flow of communication within the project. The deliverable includes communication between Tyler and Client/Client resources, as well as those who need to be informed and in what situations. 2. SOW. The statement of work (this document) will be incorporated into the Project Management Plan. 3. Project Schedule. This section of the deliverable refines the proposed project plan, schedule, and organization; includes the identification of specific core and extended project team members from both Tyler and Client.

Stage 2: Software Solution Deployment

This stage will establish the configuration of the Tyler Supervision Software to meet Client’s specific needs and iterative refinement and testing of business processes and procedures. Through the course of this implementation there will be incremental, iterative testing activities as the teams actively configure the solution.

Task 2.1 – Infrastructure Setup – SaaS

Tyler will create two client application environments which include a Production and Quality Assurance (QA) environment with Case Management installed and available to Collin County. Both environments will be installed and setup by Tyler on Amazon Web Services GovCloud which is optimized for hosting Personally Identifiable Information (PII) and other sensitive workloads. Tyler Supervision environments are shared on a common hosted solution for all Tyler Supervision clients. Therefore, a unique Tenant ID will be configured to isolate Collin County specific configuration and data.

Assumptions

- All necessary required hardware for operating Tyler Supervision will be in place and ready for use.
- Tyler will configure and install the Tyler Supervision server environments.

Deliverables

Deliverable	Description
<p>2.1.1 Tenant Dev Setup</p>	<p>Tyler shall certify that the Tyler Supervision Production and QA environment, with an established Tenant ID, is constructed to support Client’s user base.</p>

Task 2.2 – Configuration

As it comes, Tyler Supervision has default “Tenant Zero” configuration values in most of the datasets. In addition to Tenant Zero values, Tyler will complete configuration of local values specific to Collin County. Examples of local

configuration values are drug test locations, Judges, usernames, or Programs that only apply to Collin County. To start the local configuration process, Tyler will provide the SME team a startup pack workbook. The Collin County SME team will complete the workbook by listing appropriate values that are expected to be used in the application. The Collin County SME team and Tyler will work together to establish a timeframe of when the Startup Pack can be completed, which usually takes around 3 weeks. Within the established timeline, Collin County will deliver the completed pack back to Tyler to perform configuration.

Client Involvement

- The Client IT Team and Client Project Team will be heavily involved in all aspects of the configuration process.
- The Client IT and Project Team will be responsible for completion and delivery of the identified Startup Pack. Tyler will consult as needed.

Deliverables

Deliverable	Description
2.2.1 Startup Pack	Workbook used to document Collin County specific configuration and usernames necessary in the application. Pack be provided to the client in a template/blank format to be filled out by client.
2.2.2 Initial Configuration Setup Completed	Tyler configuration completion of values included in Collin County provided Startup Pack.
2.2.3 Initial User Credential Setup Completed	Tyler configuration completion of username values included in Collin County provided Startup Pack.

Stage 3: Data Conversion

Tyler will develop conversion routines to migrate the data extracts from Client’s current environment to the Tyler Supervision solution. Tyler’s conversion tools facilitate the predictable, repetitive, repeatable conversion process that is necessary. The tools have reports and metrics built in to measure the quality and breadth of the converted data. Tyler will initiate the conversion using the best location for each data element and will work with the Client to adjust data as needed to conform with the Tyler Supervision data requirements. Through this process, Tyler will successfully migrate the legacy data into Tyler Supervision, but will not construct data that is not already present within the legacy data.

Task 3.1 – Data Conversion

The purpose of this task is to transition Client’s relevant data from their legacy systems to Tyler Supervision. This task will include a series of activities surrounding the conversion of data or the development of business processes to support Client’s transition to the new Tyler Supervision environment. As part of Client’s conversion activities, its business team should evaluate its legacy data to determine which data elements truly need to be brought forward to the new system.

To complete the conversion, the conversion team will work with the business team performing a total data conversion and data validation. The teams will execute the following tasks:

- Extract Legacy Data – Client
- Execute conversion scripts pushing data to configured site - Tyler
- Review converted data with Data Conversion Team – Client and Tyler
- Conduct data reviews and reviewing reconciliation reports – Client and Tyler

- Document data exceptions and business rules to be applied – Client and Tyler
- Document schema mapping, assumptions, and decisions applied to converted data – Client and Tyler
- Identify and document source data to be cleaned up prior to the next conversion run – Client and Tyler
- Update scripts as needed to influence different or additional data behavior - Tyler
- Review the set of issues or business rules, and outcomes that are expected to be resolved in each conversion push – Client and Tyler

It is very common to find data issues with the conversion in its initial state. The teams will update scripts, legacy data and extracts, and conversion routines as necessary to create the desired output. This iterative process will recur until the data is production-ready. Based on the characteristics of Collin County, it is planned to review data for 8 weeks before the teams approve the data conversion.

Assumptions

- The scope of this task is limited to Client’s primary legacy system, CSS
- Tyler will be provided with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Tyler).
- Tyler will perform a standard conversion from the source system(s) to the Tyler Supervision database using Tyler's existing conversion tool.
- This proposal assumes all data will be converted "as-is" with limited or zero data construction, manipulation or cleanup.
- No data manipulation or fabrication will be performed. Data will not be split or merged.
- Tyler will perform data conversion to the QA site and make appropriate adjustments for 8 weeks following the QA conversion.

Client Involvement

- The Client Project Team will be responsible for reviewing the converted data and reporting issues during the data review time frame, with assistance from Tyler.

Deliverables

Deliverable	Description
3.1.1 Conversion of Legacy Data into Tyler Supervision	Legacy data conversion successfully extracted from the legacy environment by the Client IT Team and loaded into Tyler Supervision by Tyler. Data will be made available for client experts to validate.
3.1.2 Data Review Completion	Tyler and Client experts reviewed data as converted to Tyler Supervision and reported all issues to be resolved.

Stage 4: Custom Development

Task 4.1 - Application and Interface Development

This task is focused on completing the desired application enhancements and necessary interfaces identified and included in the scope of this engagement.

System and Report Customizations

Tyler will execute the completion of these application, interface, and report customizations through application development projects using the Agile development method. With input from the Client, the project team will document, the needs, the conditions of satisfaction, along with the testing and acceptance criteria. Tyler’s development teams will begin to execute a series of two-week application development sprint sessions or cycles. At the completion of each two-week session, the combined project teams (Tyler and Client) will review the development completed, make modifications as necessary in line with the scope defined for the project.

Deliverables

Deliverable	Description
4.1.1 Development Analysis Results	Results documenting which application, interface, and report customizations are to be built by Tyler in the Tyler Supervision system. Review will detail needs, conditions of satisfaction, and testing acceptance criteria.
4.1.2 Application, Interface, and Report Customization	The application will be customized to include: <ul style="list-style-type: none"> • CSTS <ul style="list-style-type: none"> ○ Interface standards defined by Community Supervision Tracking System • TRAS <ul style="list-style-type: none"> ○ Interface standards defined by Texas Risk Assessment • Web Reporting <ul style="list-style-type: none"> ○ Web Access for case parties and probation officers to supervision case terms, probation officer, current contact info, financial balance, future activity, and outstanding conditions. ○ Web Reporting for probationers to have the ability to report to probation officers online using a series of questions. Based on probationers' responses, tasks are created for the Supervision user to review (includes adding the response document as a contact). ○ Online Payments will provide the ability for a probationer to pay Supervision fees online. The system will allow payment audit reports. • Odyssey Interface • Other customizations shall not to exceed 320 hours.

Stage 5: Validation, Training and Go-Live

This stage will complete the Go-Live project activities for the deployment of the Tyler Supervision Software solution for Client. A successful Go-Live starts with successful testing of the deployed solution, proper training of the end user community, and detailed planning of the go-live activities, timeframes, and decision points necessary to ensure predictable results.

Task 5.1 – Solution Validation

Solution Validation is a full end-to-end test cycle of Tyler Supervision to ensure Client receives a high-performance system that maximizes productivity and efficiency. Each area of the application is carefully tested; results are collected and reviewed. If issues are found, they are documented. Mitigation procedures promptly begin to address any items prior to Go-Live. It is natural to find some issues during solution validation that have not been addressed on the project. During the solution validation, Tyler and the Client team will determine which items must be resolved before the Go-Live and which items can be resolved during or after Go-Live based on severity to the business process.

Assumptions

- This task will be coordinated and conducted together with all business units participating in the Go-Live event.
- The Client Project Team will have developed the necessary test scenarios as part of the Business Process Review and Configuration activities.

- External Stakeholders will participate as necessary in executing the test scenarios.
- External Stakeholders will provide the environment(s) necessary to conduct acceptance testing (interfaces), as needed.

Client Involvement

- The Client Project Team and Client IT Team will be heavily involved in conducting the Solution Validation task.
- Additional SMEs and End Users may also be involved in the validation testing.

Deliverables

Deliverable	Description
5.1.1 Solution Validation Report	Report documenting the completion of Solution Validation and which test cycles were completed. This report identifies issues pending, issues in progress, and issues completed.

Task 5.2 – End User Training

Tyler will provide a Training Expert using a class-room based approach. This will include a Trainer from the Tyler team to be onsite at a training facility provided by Collin County. The onsite training facility must provide workstation access for a maximum of 15 and minimum of 10 users.

Classes will be conducted during normal business hours of 8am to 5pm Central Time. On average each Tyler Supervision user can expect to receive between 4 hours of training, though actual timing may vary due to the nature of the role or the requirements of the training plan. Training will be scheduled the week prior to Go-Live.

Assumptions

- Training class sizes will range from 10 – 15 users to maximize effectiveness of the training.
- Each user will attend approximately 4 hours of end user training.
- The Client Project Team will work with Tyler to jointly develop a training plan that identifies the size, makeup, and subject-area of each of the training classes.
- The Client Project Team will provide training facilities and all equipment necessary to execute the agreed upon training plan.

Client Involvement

- Designated Client personnel will provide assistance to Tyler trainers in end-user training by providing Client specific business process context, terminology, and local rules to the end users.

Deliverables

Deliverable	Description
5.2.1 Training Plans and Materials	The training plan will detail when end-user courses will be conducted and which Client staff will attend each course. Tyler will be responsible for creating the Training Plans.
5.2.2 End User Training Delivered	Completion of the End User Training courses.

Task 5.3 – Go-Live

The Go-Live event will include extracting data from the client legacy system; conversion of data to Tyler Supervision; legacy system shutdown or partial shutdown to read-only access; and Tyler Supervision used as the primary system for data entry. This will result in Client End Users switching from the legacy system to Tyler Supervision Case Management Production environment. During the Go-Live transition period, Tyler representatives will be available onsite to support

end users with application and user interface questions, configuration adjustments, and data conversion changes.

Assumptions

- The Client Project Team and SME’s will be the primary point of contact for the end users when reporting issues during Go-Live.
- The Tyler Go-Live support team will be available to consult with the Client teams as necessary.

Client Involvement

- The Client Project Team will be involved in supporting the Go-Live process.

Deliverables

Deliverable	Description
5.3.1 Go-Live Data Conversion to Production	The Client’s legacy data is converted into the production environments as part of the Go-Live activities.
5.3.2 Go-Live Status Reports	Weekly status reports that identify the running log of issues and associated resolution plans during the cutover process to the new system. It is anticipated that there will be 4 weeks of Go-Live status reports delivered after the Go-Live occurs

Task 5.4 - Transition to Support

As part of the transition, Tyler will assist Collin County in designating 2 administrators as Support Representatives. The Support Representatives’ role will be gathering and documenting issues from the Collin County user community. These issues include feature requests; training requests; potential system defects; report modifications; or other areas that require a representative from Tyler Supervision to assist in support. Tyler will provide the Collin County Support Representatives training in how to submit issues to Tyler Supervision Customer Service using the Tyler Supervision Support Menu within the application. System updates and resolved issues will be communicated from Tyler Customer Support back to the Support Representatives, who will be responsible for communicating with Collin County user community.

Assumptions

- No material project issues remain (Severity 1 or Severity 2).

Client Involvement

- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
5.4.1 Project Closeout Report	The project closeout report will be approved by Collin County signaling final approval and completion of the implementation project.



Exhibit D
Merchant Payment Card Processing Agreement

***to be included to cover the online payment portion of the Web Reporting development**

Merchant Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Collin County (the "Merchant").

WHEREAS, Merchant desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Processing Agreement.

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processor ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule A; and

WHEREAS, Tyler shall submit Transactions on behalf of Merchant in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Merchant agree as follows:

A. Tyler shall furnish the services; and Merchant shall pay the fees and comply with the additional obligations described in this Processing Agreement.

B. This Processing 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 Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule A. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing 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.

By: Sherry Clark
Name: Sherry Clark
Title: Sr. Corporate Attorney
Date: 9/9/2019

COLLIN COUNTY

By: Michalyn Rains
Name: Michalyn Rains
Title: Purchasing Agent
Date: 9/24/19

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

1.2. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

2. MEMBER BANK AGREEMENT REQUIRED

2.1. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

2.2. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.

2.3. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

3.1. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

3.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

3.3. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.

3.4. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

4.1. Schedule A. Merchant agrees to pay Tyler the fees set forth in Schedule A for services provided by Tyler in accordance with this Agreement.

4.2. Adjustments to Pricing. By giving thirty (30) days' prior written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant.

4.3. Payment of Fees.

(a) Online Payments. For payments that are initiated online, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

(b) Over the Counter Payments. For payments that are initiated in your offices, Tyler shall invoice Merchant for services herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services. Following receipt of a properly submitted invoice, the Merchant shall pay amounts in accordance with Texas Local Government Code, Chapter 2251.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10.2) for the limited purpose of performing under this Processing Agreement. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from

the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing 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 Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7.1 and shall be responsible for breaches by such persons.

7.2. Judicial Proceedings. If Merchant 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, Merchant 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 Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant 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, Merchant 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 Merchant 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.

8. REPRESENTATIONS AND WARRANTIES

8.1. 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 Processing Agreement.

8.2. Compliance with Laws. In performing this Processing 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.

8.3. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.

8.4. 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 Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, 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 Processing Agreement for any compensation, consideration, or value.

8.5. Payment Card Industry (PCI) Data. Notwithstanding anything to the contrary, Merchant shall not retain access of any PCI Data under this Processing Agreement.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE TWELVE MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, 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 PROCESSING AGREEMENT,

IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

10.1. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

10.2. Intellectual Property.

(a) Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

(b) Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright, trademark, or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

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

11. TAXES

11.1. Tax Exempt Status. Merchant 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 Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

11.2. 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 Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

12.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three (3) years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12.2.

12.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section 12.2.

(a) For purposes of this Section, "Cause" means either:

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

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing 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;

(iv) breach of Section 7; or

(v) sixty (60) days after 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.

(b) No party may terminate this Processing Agreement under Section 12.2(a)(i) 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 13 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 12.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

12.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4; 4.3; 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's Vice President of Courts and Justice Systems Division assigned to Merchant'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 Merchant's chief executive officer or other individual reasonably designated by Merchant 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 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 Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

14.1. Assignment. Neither party may assign this Processing 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.

14.2. 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.

14.3. 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.

14.4. Counterparts. This Processing 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.

14.5. 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.

14.6. Entire Agreement. This Processing 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.

14.7. Amendment. This Processing 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 Processing Agreement shall be binding upon the parties despite any lack of consideration.

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

14.9. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing 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.

14.10. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

14.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant 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 Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant 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 Merchant's sole expense.

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

14.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision

shall be construed against the party who drafted the Agreement or provision.

14.14. Force Majeure. No party to this Processing 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 Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

14.15. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 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.

14.16. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

15. CERTAIN DEFINITIONS

15.1. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

15.2. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

15.3. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

15.4. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

15.5. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

15.6. Member or Member Bank means an entity that is a member of the Associations.

15.7. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

15.8. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

15.9. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

15.10. Tyler Confidential and Proprietary Information 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 Merchant'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, other research and development information and data, and Intellectual Property. 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 Merchant in breach hereof; (b) becomes available to Merchant 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 Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

(Schedule A)

Merchant Payment Card Processing Fees

MERCHANT: Collin County

PROCESSING FEES

Card Not Present Transactions (Online) & Card Present Transactions (Over the Counter)

A convenience fee of 4.5% will be assessed to consumers for each electronic payment transaction initiated that flows through the Tyler Supervision system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.

ACCEPTED CARD TYPES

Visa, MasterCard, Discover and American Express will be accepted.

OTHER FEES

A \$20.00 fee shall be assessed for each chargeback transaction received.

CHARGEBACKS AND CREDITS

Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account.