



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client, County of Fresno ("Client or County").

WHEREAS, Client's Sheriff's Office is in need of software products and services, to include case management, accounting, mapping integration, and court integration modules for the Civil Unit;

WHEREAS, Client selected Tyler to license Tyler's software products, including Tyler CivilServe, and desires Tyler to perform the services set forth in the Investment Summary, and Tyler desires to perform such actions under the terms of this Agreement; and

WHEREAS, Client desires to license such software and obtain such services pursuant to Section 20, Cooperative Procurement of the license and services agreement entered into between Tyler and the County of Imperial, dated November 27, 2017 ("Cooperative Agreement").

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the County of Fresno Sheriff's Office
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third-party who owns the intellectual property rights to Third-Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, unforeseeable 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 you or us.
- **"Investment Summary"** means the agreed-upon cost proposal and scope of services for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third-Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary, and not embedded in the Tyler Software.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production, and the testing is for internal use only. Your rights to use the Tyler Software are perpetual, and will become irrevocable upon payment in full, but we may suspend those rights if you do not comply with the terms of this Agreement, and you do not correct that non-compliance within fifteen (15) days of our notice of that non-compliance or such other commercially reasonable timeframe to which we may agree.
- 1.2 The Documentation is licensed to you, and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third-party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your

license. You will give us advance written notice of any such transfer, and will pay us for any required or requested technical assistance from us associated with such transfer.

- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third-party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement or to provide you with a functional equivalent within a reasonable time frame of you reporting the Defect(s). For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler 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.
 - 4.1 As of the Effective Date of this Agreement, Tyler represents and warrants that there is no pending claim or threatened claim alleging that the Tyler Software or products provided to you by us does infringe, or constitute an infringement, misappropriation or violation of any third-party intellectual property rights, and Tyler represents and warrants that Tyler has no knowledge or reason to believe that the Tyler Software or products provided to you by us does infringe, or constitute an infringement, misappropriation or violation of any third-party intellectual property rights.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, and as described in Section F, herein. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs

(including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us) more than two (2) times, you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third-Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third-Party.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement, attached as Exhibit C.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;

- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.
- (vi) Lose access to any Tyler-hosted websites (CivilView and SalesWeb).

SECTION E – THIRD-PARTY PRODUCTS

To the extent there are any Third-Party Products identified in the Investment Summary, the Third-Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.
3. Agreement Maximum. Client agrees to pay Tyler, and Tyler agrees to receive compensation in accordance with the service rates provided in Exhibit A. In no event shall the total compensation paid to Tyler under this Agreement exceed \$583,318 for the entire potential five-year term. The maximum compensation amount described in this paragraph is inclusive of all contingencies, taxes, fees, tariffs, duties and/or sales or use tax, or any tax in lieu thereof, imposed by any government or governmental agency with respect to the services rendered by Tyler under this Agreement. Notwithstanding the foregoing, as of the Effective Date of this Agreement, it is Tyler's understanding that Tyler's performance of services under this Agreement does not create any tax obligations on the part of

Client. Any regulatory or statutory change that would create a tax obligation on the Client under this Agreement is subject to Section I(4) of this Agreement.

SECTION G – TERM AND TERMINATION

1. Maintenance and Support Term. The software licenses purchased under this Agreement are perpetual in accordance with this Agreement. The initial maintenance and support term of this Agreement, in accordance with Section 1 of Exhibit C, is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below.
2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement without penalty effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and we will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided adequate prior written, including electronic, notice of that requirement to you, as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) unauthorized altering or modifying the Tyler Software, including any modification by third parties

at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you in writing, including electronic, to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated, and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFIED HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, we will proceed to non-binding mediation before a single mediator jointly selected by us. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse

us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third-party will be deemed a beneficiary of this Agreement, and no third-party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted

by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Furthermore, you shall have no right to control or supervise or direct the manner or method by which we shall perform our work and function. However, you shall retain the right to administer this Agreement so as to verify that we are performing our obligations in accordance with the terms and conditions hereof. Both you and Tyler shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. Because of our status as an independent contractor, we shall have absolutely no right to employment rights and benefits available to your employees. We shall be solely liable and responsible for providing to, or on behalf of, our employees all legally-required employee benefits. In addition, we shall be solely responsible and save you harmless from all matters relating to payment of our employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, we may be providing services to others unrelated to you or to this Agreement. Tyler shall not have the authority, express, or implied, to act on behalf of, bind, or obligate Client in any way without the written consent of Client.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper written notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, and with your prior written consent, marketing presentations and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information, and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party, and further agrees to take all reasonable and

appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third-party who has a right to disclose it to the receiving party.

If you receive a disclosure request under the open records laws or similar public disclosure laws governing this Agreement, or a subpoena or legal discovery request, that includes a request or order to produce our confidential information, you agree to give us prompt written notice thereof. We reserve the right to protect our confidential information to the maximum extent permissible under applicable law, including but not limited to the filing of a request for a protective order. Notwithstanding the generality of the foregoing, we agree to not use or disclose your confidential information or information about this Agreement or work performed pursuant to this Agreement without your written consent.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Without limiting the terms of the Dispute Resolution provision set forth in Section I(3), we agree that the state and federal courts in or serving your location shall have jurisdiction, as appropriate, over a dispute under this Agreement.
- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 Schedule [1]: County and State Specific Maintenance and Support Services

	Schedule [2]: Support Call Process
Exhibit D	Third-Party Terms
Exhibit E	Hardware Specifications
Exhibit F	Self-Dealing Transaction Disclosure Form

In the event of a conflict between the terms and conditions of this Agreement and the exhibits attached hereto, the terms and conditions of this Agreement will prevail.

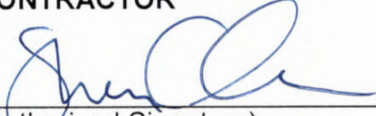
23. Disclosure of Self-Dealing Transactions. This provision is only applicable if we are operating as a corporation (a for-profit or non-profit corporation) or if during the term of the Agreement, we change our status to operate as a corporation. Members of our Board of Directors shall disclose any self-dealing transactions that they are a party to while we are providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which we are a party and in which one or more of our directors have a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit F and incorporated herein by reference, and submitting it to you prior to commencing with the self-dealing transaction or immediately thereafter.
24. Audits and Inspections. Tyler will retain records directly related to the performance of the agreement for the greater of five years from creation or such time period required by applicable law. The Client may audit Tyler's books and records relating directly to the contract once per year on one-week advance written notice, and at Client's expense. Tyler reserves the right to reasonably determine the location and format of such records. If this Agreement exceeds ten thousand dollars (\$10,000.00), we shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).
25. Compliance. Tyler shall procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by Tyler under this Agreement. Tyler shall at all times observe and comply with, and cause all of its employees to observe and comply with all applicable laws, orders, and regulations.
26. Additional Representations by Tyler.
- 26.1 Tyler represents and warrants that it is a lawful entity possessing all the required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 26.2 Tyler represents and warrants that the persons executing this Agreement on behalf of Tyler have authority to sign this Agreement and bind Tyler to the performance of all duties and obligations assumed by Tyler herein.
- 26.3 Tyler represents and warrants that any employee and/or contractor who will be performing any of the duties and obligations of Tyler herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
27. Conflicting Interest.

- 27.1 Tyler covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would materially conflict in any manner or degree with the performance of the services hereunder.
- 27.2 Tyler covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed, to the extent that Tyler has actual knowledge of the same.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR



(Authorized Signature)
Sherry Clark, Senior Corporate Attorney

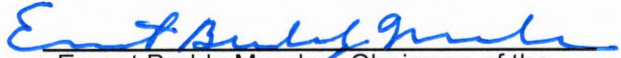
Print Name & Title
5101 Tennyson Pkwy.

Plano, TX 75024

Mailing Address

DATE: 6/1/2020

COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

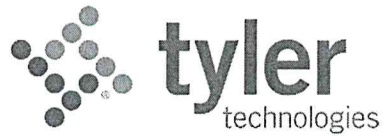


Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Software & Services				Maintenance & Support	
Software Licenses	QTY	Base Fee	License Fees	1st Year	2nd Year
Licensed Software					
CivilServe (includes):	13	\$9,970	\$129,610	\$13,609	\$27,218
CivilView (Attorney Portal)					
SalesWeb (Sheriff's Sales Portal)					
CivilMobile Client License	15	\$2,625	\$39,375	\$4,134	\$8,269
CivilQuery Server License	1	\$5,000	\$5,000	\$525	\$1,050
CivilQuery Public License	1	\$5,000	\$5,000	\$525	\$1,050
GIS Connector	1	\$9,750	\$9,750	\$1,024	\$2,048
Credit Card Connector	1	\$5,000	\$5,000	\$525	\$1,050
License Fee Subtotal:			\$193,735		
Professional Services					
	Hours/Days	Rate	Total Fee		
Fixed Fee Services					
Project Management (hours)	96	\$204	\$19,584		
Data Conversion	-	-	\$29,060		
Personalization & Report Customization	48	\$182	\$8,736		
Site Visit	8	\$204	\$1,632		
Business Analysis & Process Planning (hours)	40	\$204	\$8,160		
Configuration & Deployment (hours)	36	\$182	\$6,552		
Training & Go Live Assistance (On-site - Per Day)	14	\$1,500	\$21,000		
Odyssey Integration Setup	120	\$182	\$21,840		
Travel			\$7,320		
Services Subtotal:			\$123,884	\$20,342	\$40,685

Total License Fees	\$ 193,735
Professional Services	\$ 123,884
Total Contract Price	\$ 317,619

Maintenance Year 2 - \$40,685
Maintenance Year 3 - \$42,719
Maintenance Year 4 - \$44,855
Maintenance Year 5 - \$47,098



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon the day we make the Tyler Software available for you to download.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for six months from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates; provided, however the fees for years 1 through 5 are set forth in the Investment Summary.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Tyler Software in live production	10%

3. Third-Party Products.

3.1 *Third-Party Software License Fees:* License fees for Third-Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third-Party Software Maintenance:* The first-year maintenance fees for the Third-Party Software, if any, are invoiced when we make that Third-Party Software available to you for downloading.

3.3 *Third-Party Hardware:* Third-Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. Travel expenses are fixed in the amount set forth in the Investment Summary, and will be billed upon completion of travel. Travel expenses for any additional scope will be billed as



incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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

ABA: [REDACTED]

Account: [REDACTED]

Beneficiary: Tyler Technologies, Inc. – Operating

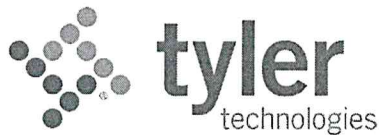


Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time, and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for five (5) years.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours included in our Support Call Process, Exhibit C, Schedule 1, which are the local business hours of 8 AM to 5 PM (Monday – Friday).
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates



and enhancements) along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third-Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;

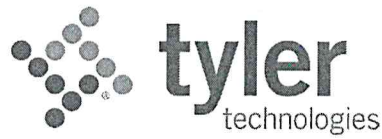
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software, which are included in the Agreement; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third-party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule [1]
Additional Maintenance and Support Services

Our customers receive, as part of the annual maintenance and support services, the following additional services:

1. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonable efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.
2. We also make available legislative change support as follows.
 - 3.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.
 - 3.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
 - 3.3 Our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term.
 - 3.4 You are responsible for any fees in excess of the applicable limits under Section 2.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement, which you must agree to in writing in advance.
 - 3.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.



**Exhibit C
Schedule [2]
Support Call Process – C&J**

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

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
- (2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (3) Program Updates – where development activity is made available for client consumption
- (4) Tyler University - online training courses on Tyler products

Support Availability

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

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

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.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority 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.

Priority Level	Characteristics of Support Incident	Resolution Targets
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 quarterly. 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 four types of personnel:

- (1) Application Support Representatives: responsible for responding & resolving incidents
- (2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
- (3) Support Managers: responsible for the management of support teams
- (4) Support Account Managers: responsible for day to day account management.

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 Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of your 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 your 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.

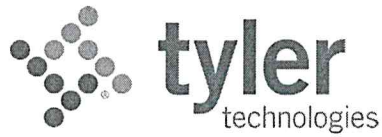


Exhibit D Third-Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third-Party Software or Third-Party Hardware in order to operate the Tyler Software. To the extent any such Third-Party Product is required, you are responsible for purchasing, installing and configuring all Third-Party Hardware and Third-Party Software at your expense. We will make available a list of Third-Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third-Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third-Party Hardware or Third-Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third-Party Software or Third-Party Hardware.

Exhibit E - HARDWARE SPECS

Database Server⁽¹⁾

COMPONENT	MINIMUM	RECOMMENDED
Processor	Quad Core	Quad Core or greater
Memory	8GB RAM	16GB RAM or greater
Operating System	Windows Server 2008 R2	Windows Server 2012 R2 or later
Network	Gigabit Ethernet	Gigabit Ethernet/member of a domain
Remote Access	IP based high speed connection	IP based high speed connection
Software	MS SQL Server 2008 R2 ⁽²⁾ (isolated instance, mixed mode authentication with appropriate licensing)	MS SQL Server 2008 R2 or later ⁽²⁾ (isolated and named instance, mixed mode authentication with appropriate licensing)
Disk Space	150GB (100GB System OS, 50GB Data)	100GB System OS Drive, 100GB Data Drive

Application Server⁽¹⁾

COMPONENT	MINIMUM	RECOMMENDED
Processor	Quad Core	Quad Core or greater
Memory	8GB RAM	16GB RAM or greater
Operating System	Windows Server 2008 R2	Windows Server 2012 R2 or later
Network	Gigabit Ethernet	Gigabit Ethernet/member of a domain
Remote Access	IP based high speed connection	IP based high speed connection
Disk Space	150GB (100GB System OS, 50GB Data)	100GB System OS Drive, 100GB Data Drive

CivilMobile Web Server⁽¹⁾ – Optional

COMPONENT	MINIMUM	RECOMMENDED
Processor	Quad Core	Quad Core or greater
Memory	8GB RAM	8GB RAM or greater
Operating System	Windows Server 2008 R2, IIS 7	Windows Server 2012 R2 or later, IIS 7
Network	Gigabit Ethernet	Gigabit Ethernet/member of a domain
Remote Access	VPN software must be used to establish a secure connection to the web server inside the firewall	VPN software must be used to establish a secure connection to the web server inside the firewall
.NET	Microsoft .NET Framework 4.x	Microsoft .NET Framework 4.x
Disk Space	150GB (100GB System OS, 50GB Data)	150GB (100GB System OS, 50GB Data)

Workstation

COMPONENT	MINIMUM	RECOMMENDED
Processor	Dual Core	Quad Core
Memory	4GB RAM	8GB RAM or greater
Operating System	Windows 7	Windows 7 or later
Network	Gigabit Ethernet	Gigabit Ethernet/member of a domain
Software	MS Word 2010 ⁽³⁾ , Internet Explorer 11 ⁽⁴⁾	MS Word 2010 or later ⁽³⁾ , Google Chrome or Microsoft Edge ⁽⁴⁾
.NET	Microsoft .NET Framework 4.x	Microsoft .NET Framework 4.x

Peripherals – Optional

COMPONENT	MINIMUM
Document Scanners	TWAIN compliant
Barcode Scanners	Keyboard 'wedge' style. Must support "Code39" or "3of9" barcode font

- (1) Best practice is to segregate all server roles. Combining Application Server and CivilMobile Web Server, and segregating Database Server is recommended. Database Server, Application Server, and CivilMobile Web Server roles can be consolidated into an all-in-one solution, although not preferred. When consolidating server roles, combine data storage requirements for all roles.
- (2) SQL Server client connectivity must meet Microsoft Client Access Licensing (CAL) requirements.
- (3) All workstations running CivilServe must run MS Word 2010 or later AND be on the same version across the organization. Office 365 support is for local installations only. Media must be installed on the workstation.
- (4) Web browsers are optional, used to access CivilMobile Web Server

*** Tyler Technologies, Inc. confirms we will support customers running CivilServe products on supported Operating Systems in a virtual machine environment.

Although Tyler Technologies, Inc. does not perform rigorous testing specific to the functionality of virtualized server deployments, products are expected to function properly in virtual environments that simulate the native environments for which the products are certified.

Should Tyler Technologies, Inc. suspect that the virtualization layer is the root cause of an incident; the customer will be required to contact the appropriate virtualization support provider to resolve the virtualization issue.

While Tyler Technologies, Inc. products are expected to function properly in a virtual machine environment, there may be performance implications which can invalidate typical sizing and recommendations. Customers should work with their virtualization solution vendor to make informed decisions regarding how to tune the environment to maximize performance.

Exhibit F
SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

1. Enter board member's name, job title (if applicable), and date this disclosure is being made.
2. Enter the board member's company/agency name and address.
3. Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - The name of the agency/company with which the corporation has the transaction; and
 - The nature of the material financial interest in the Corporation's transaction that the board member has.
4. Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
5. Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	