LICENSE AND SERVICES AGREEMENT
for RMS and Corrections

This License and Services Agreement is made between Tyler Technologies, Inc. and the County of Lake ("Client"), acting in partnership with its elected Lake County Sheriff, its appointed Lake County Emergency Telephone System Board, and with a broader consortium of municipal and other governmental agencies that seek to foster a more consolidated approach to their use of the electronic systems that assist in providing various public safety services in Lake County, Illinois.

WHEREAS:

1. In partnership with a broader consortium made up of 21 governmental entities in Lake County, Illinois, Client issued a request for proposal for an integrated system comprising components for computer-aided dispatch, law enforcement records management, and jail management software.

2. A subset of the 21 entities involved in the RFP (and made up of over 30 agencies) are ready to move forward with the solutions that Tyler Technologies proposed, and the remaining entities continue to evaluate the time and conditions under which they might also use the various products Tyler has proposed.

3. Tyler and Client have drafted this Agreement, which includes terms applicable to both the initial adopters, but also for those governmental entities who have been part of the RFP process and may seek to join after the initial adopters.

4. Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement.

5. This Agreement, which primarily addresses RMS and Tyler Corrections Management System products and services (as set forth in detail in the Investment Summary at Exhibit A), is being signed in tandem with a second agreement that primarily addresses CAD and Mobile products and services. Together, Tyler and Client intend the systems in these two agreements to operate as a single project, and the project plan for implementing these systems will encompass the work described in both agreements.

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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"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 Lake, acting in partnership with its appointed Lake County Emergency Telephone System Board.
- **"CMS"** means the Corrections Management System items set forth in Exhibit A.
- **"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. 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 date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, 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 you or us.
- **"Investment Summary"** means the agreed upon cost proposal 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.
- **"Mobile"** means the items set forth in Exhibit A under the "Mobile" heading.
- **"RMS"** means the Law Enforcement Records Management System items set forth in

Exhibit A.

- **"Site License"** means the license to the single copy of the Law Enforcement Records Management System, Corrections Management System and Mobile Tyler Software placed on Lake County's servers, and accessible by all Affiliated Organizations identified in the Investment Summary. The Brazos Tyler Software is also included as a Site License; however, it is hosted rather than placed on Lake County's servers.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit I.
- **"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 for the Third Party Software, 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.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"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.
- **"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 set forth in the Investment Summary (Exhibit A) for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. 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 but may be revoked if you do not comply with the terms of this Agreement.

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 at the rate identified in Exhibit B 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, attached as Exhibit B to this Agreement.

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 set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary by 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.

5. Affiliated Organizations for the Tyler Software.

5.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and

agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto, unless such access issues arise from a Defect in the Tyler Software, in which case Tyler will respond under the maintenance and support provisions of this Agreement.

5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers, provided that Tyler provides reasonable notice of the breach to Client and affords Client (and its Affiliated Organization) a reasonable opportunity to cure the breach. Such notice and opportunity to cure is not required for a breach of Section B(1.3) of this Agreement.

5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement, provided that Tyler provides reasonable notice to Client of the reason to deny access and affords Client (and its Affiliated Organization) a reasonable opportunity to resolved the issue without eliminating the Affiliated Organization's access. Such notice and opportunity to cure is not required for a breach of Section B(1.3) of this Agreement.

5.4 Additional Affiliated Organizations. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.

5.5 Process for Integrating Affiliated Organizations. For those Affiliated Organizations that join after the Effective Date, the terms contained in Exhibit J govern the process for joining the consolidated system.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy and the Milestone Billing Table set forth as Exhibit A, Schedule 1.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If the scope increases after the Effective Date, or if you 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, but if Client requires legislative approvals to legally accomplish an addendum/change order that modifies this Agreement, then the price quote shall be valid for a period sufficient to secure such approval.

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), 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 Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. 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. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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.

If you ever in the future opt 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.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is

governed by the Developer. 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.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

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). Invoices shall be sent to:

   Lake County Sheriff's Office
   Attn: Business Manager
   25 S Martin Luther King Jr. Avenue
   Waukegan, IL 60085

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 that outlines reasonable steps to be taken by each of us 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, then you will remit 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.

SECTION G – TERMINATION

1. 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 thirty (30) 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.

2. 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 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.

3. Force Majeure. Neither party will be liable, 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.

4. [Intentionally left blank.]

5. Transition Services on Termination.

Acknowledgment Regarding the Termination Process.
Because of the highly complex and mission-critical nature of the computer systems and services Tyler will provide, the parties acknowledge that any termination of their contractual relationship must occur in a planned manner, for which they will develop a "Transition Plan." The parties acknowledge that the Transition Plan must ensure that the operations of the public safety systems involved in this Agreement must continue throughout the transition period. The parties also acknowledge that Tyler must be reasonably compensated for activities it undertakes to ensure that termination occurs in a planned manner.

Transition Plan Development.
The County and Tyler agree to develop a completed Transition Plan no later than 90 days after a notice of termination.

Transition Services Upon Notice of Termination.
Upon notice of termination of this Agreement, and at the County's request, the transition services that Tyler shall perform may include: (1) Working with the County to develop a mutually agreed Transition Plan to facilitate the termination of the services; (2) Notifying all affected service providers and subcontractors of Tyler of the transition activities, to the extent applicable; (3) Answering questions the County or its designee may have on an as-needed basis; and (4) Providing all other services reasonably requested by County and mutually agreed upon.

Compensation for Transition Services.
As part of the transition plan that the County and Tyler develop upon termination of their contractual relationship, the County agrees to compensate Tyler on a time-and-materials basis at Tyler's then-current rates, provided that Tyler's rates are commercially reasonable. Tyler's current hourly rates are set forth in Exhibit B of this Agreement. The County further agrees to provide Tyler a list of services desired and Tyler will provide to the County one or more Statements of Work covering such mutually agreed upon services. In addition, the County shall continue to pay to Tyler any maintenance and support fees payable with respect to the Tyler Software through the effective date of termination of this Agreement.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you 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 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 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.

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 notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) 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 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 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.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our 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 your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your 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 THREE TIMES THE ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY. 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, 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. We will add you 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. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for 36 months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum; provided, however, that the implementation-related services rates, as shown in Section 2.1.1 of Exhibit B, shall remain in effect through completion of implementation activities, if longer than 36 months. If no rate is provided in the Investment Summary, or those 36 months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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 thirty (30) days of becoming aware of a material dispute (where a "material dispute" means one of a severity that it jeopardizes the ongoing continuation of the parties' contractual relationship). You agree to cooperate with us in trying to reasonably resolve all material 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 thirty (30) 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the parties are unable to agree on a mediator, then the selection shall be made by allowing JAMS (jamsadr.com) or a similarly established dispute resolution company serving the Chicagoland area to assign a mediator. Costs of mediation shall be equally split between the parties. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

   For all other disputes, the parties shall follow the "Project Escalation Path" set forth in Exhibit H of this Agreement.

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.

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.

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 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.

    Contact information for notices is contained on the signature page of this Agreement.

16. Client Lists. You agree that we may identify you by name in client lists, 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;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement. Items that we mark proprietary you will not disclose without our permission or the order of a governing tribunal.

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. This Agreement will be governed by and construed in accordance with the laws of Illinois, without regard to its rules on conflicts of law, and venue shall be exclusively in either the Nineteenth Judicial Circuit of Lake County, Illinois, or in the U.S. District Court for the Northern District of Illinois.

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, but Affiliated Organizations (who are "authorized users") shall be entitled to the beneficial terms set forth in Exhibit J.

22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G ("Socrata Agreement") with respect to the Socrata Law Enforcement Analytics software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates, so does Client's access to the Socrata Law Enforcement Analytics software.

23. 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: Support Call Process
Exhibit D	Third Party End User License Agreement
Exhibit E	Implementation and Training Support Services
	Schedule 1: Data File Conversion Assistance
	Schedule 2: Customer Requested Standard Software Enhancement/Modifications and/or Custom Software
Exhibit F	Additional Terms for New World Public Safety Hosted Components
	Schedule 1: Service Level Agreement
Exhibit G	Socrata Terms and Conditions
Exhibit H	Project Escalation Path
Exhibit I	Statement of Work, including RMS Architecture and draft Project Plan
Exhibit J	Onboarding Process for Affiliated Organizations

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Lake County, IL
By:_____	By:_____
Name:_____	Name: RuthAnne Hall
Title:_____	Title: Purchasing Manager
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: Lake County Purchasing Agent 18 N. County Street Waukegan, IL 60085 Attention: RuthAnne Hall

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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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 will be invoiced as follows: (1) 25% upon earlier of delivery of the project plan (see Statement of Work Control Point 1 at § 6.1.6) or three months following the Effective Date; (2) 25% at the 1-year anniversary of this Agreement's Effective Date; (3) 25% at the 18-month anniversary of this Agreement's Effective Date; (4) 25% at the 24-month anniversary of this Agreement's Effective Date.

   1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Maintenance and support fees will be waived for 24 months following the Effective Date. Immediately following such waiver, Client shall pay a prorated amount of the maintenance and support fees set forth in the Investment Summary through the following November 30th. Thereafter, the annual maintenance and support fees shall be invoiced on every December 1st that this Agreement is in effect.

   The first maintenance and support fee is shown in the investment summary. Thereafter, maintenance and support fees shall not increase by more than 3%, year over year, through the fifth year following the Effective Date, and shall not increase by more than 4%, year over year, between the sixth and tenth years following the Effective Date. Subsequent fees shall be at Tyler's then-current rates.

   1.3 *Subscription Fees*: Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training, project management, and other fixed-price services), are invoiced in the amounts set forth on Exhibit A upon completion of the following milestones in accordance with the criteria set forth in the Statement of Work:

2.1.1 5% - Control Point 1, Initiate & Plan Stage Acceptance
5% - Control Point 2, Assess & Define Stage Acceptance
20%- Control Point 3, Prepare Solution Stage Acceptance
35% - Control Point 4, Production Readiness Stage Acceptance
35% - Control Point 5, Production Stage Acceptance

2.1.2 Any additional services requested by the Client shall be invoiced at our then-current rates; provided, however, that we will guarantee the following rates during implementation activities:

- Project Management: $185/hour
- Data Conversion: $175/hour
- Modifications: $200/hour
- Training/Implementation: $175/hour
- Transfer of Tyler Software to Client's replacement hardware: $145/hour

2.2 *Socrata Implementation Services:* Socrata Implementation Services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.

2.3 *Conversions*: Fixed-fee conversions are invoiced upon completion of the following milestones in accordance with the criteria set forth in the Statement of Work (see SOW Part 3):

2.3.1 25% - Conversion Assessment, Work Package 2.3
2.3.2 50% - Conversion Delivery, Work Package 3.4
2.3.3 25% - Go-Live, Work Package 5.1

2.4 *Requested Custom Software Interfaces and Enhancements:* Requested custom software interfaces and enhancements are invoiced upon completion of the following milestones in accordance with the Agreement and Statement of Work:

2.4.1 25% - Modification Analysis, Work Package 2.4
2.4.2 50% - Modification Delivery, Work Package 3.5
2.4.3 25% - Go-Live, Work Package 5.1

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

3. Other Services and Fees.

3.1 *Mobility Hosting Annual Fee and Brazos Hosting Fee*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced on the first date we make the applicable environment available to you, and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Socrata Fees:* Annual Socrata SaaS Fees for the initial annual term of the Socrata Agreement as set forth in Section F(1) of Exhibit G, at the rates set forth in the Investment Summary, will be invoiced on the first date we make the applicable environment available to you in the production environment, and again every twelve months thereafter at our then-current prices.

3.3 If Client opts for NetMotion services, then subscription fees for the NetMotion software as set forth in the Investment Summary will be invoiced when Tyler orders the software from NetMotion. Year one (1) subscription fees are due on the order date. Subsequent annual renewal for subscription fees will be invoiced annually on the order date. The initial term of the subscription will be one (1) year from the order date, with the option to renew annually. No later than thirty (30) days prior to the end of the term, Tyler will provide the Client with a renewal Investment Summary. Upon approval by the Client, the parties will enter into a subsequent 1-year term.

4. Third Party Products.

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

4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

4.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you a reasonable administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Client will make payments under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the Services contained in it, and payment within an additional 30 days. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler 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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

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

   - Up to five (5) days = one (1) checked bag

- Six (6) or more days = two (2) 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; except for employees traveling to Alaska and internationally (excluding Canada), 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.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. 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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

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.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your 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.

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 (subject to any applicable release life cycle policy); 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 support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

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 releases to the Tyler Software (including updates and enhancements) 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 any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. 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.

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; (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
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

(1) 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.
(2) 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.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

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

(1) Tyler Website – www.tylertech.com/client-support – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard 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. Additionally, some clients may obtain support for

certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

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

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times 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.

For some Tyler solutions, 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 number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting 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 responses and resolutions.

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. Examples include critical business operations, such as: (1) the inability to book inmates into or out of the Jail; (2) CAD is unresponsive or there is significant degradation of its performance; (3) Mobile application not responding or there is significant degradation of its performance; (4) critical interfaces or APIs are unresponsive, such as leads/NCIC, CAD to CAD.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. 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. **If resolution is initially a workaround, doesn't excuse work on a permanent solution**

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. Examples include: (1) High priority interfaces are unresponsive, such as (a) Station Alerting, (b) Notification services (c) ProQA (d) failure of the interface to 9-1-1 answering equipment; (2) External RMS data transfer fails; (3) Inability to use the system that tracks inmate movement throughout the jail.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. 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.

Priority Level	Characteristics of Support Incident	Resolution Targets
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. Examples include: (1) User received an error creating a new map event, but the map event still saves. (2) Printing a CAD call for service report there are unexpected blank pages, although the data needed is still in the report. (3) An NCIC response is returning to CAD, but some of the data parsing formatting is off. (4) Mobile users are not able to change the sort order for their call log tab. (5) Clicking save on a warrant gives and invalid error message about the location information. Users may bypass the error and the change saves.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. 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. 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
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. Examples include: (1) A misspelling of a software screen button or poor formatting on a screen that does not impact the user other than cosmetic; (2) Insignificant formatting issue on a report or screen (cosmetic); (3) The issue does not impact users use of the application.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop 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 End User License Agreement

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END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

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1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("**Red Hat**") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

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3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. **This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.**

4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

5. **Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("**EAR**"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

For more infor

6. **Third Party Programs**. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. **General**. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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Exhibit E
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software, as further set forth in the Statement of Work. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.
f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary and Statement of Work. Avoiding or minimizing custom or modified features, beyond what is set forth in the Investment Summary and Statement of Work, will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your server(s).

a) Hardware Quality Assurance Services (Disaster Recovery Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Configure Disaster Recovery (VMware SRM)
- Install Operating System and Apply Updates
- Install SQL Server Standard and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:

- Install and update Red Hat Linux Operating System
- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase

Exhibit E
Schedule 1
Data File Conversion Assistance

The Statement of Work sets forth the data file conversion assistance we will provide.

Exhibit E
Schedule 2
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. Should the scope increase beyond what is included in this Section 1(a)-(b), then a revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved. The following interfaces are included in scope:

(1) Beast Property Interface
(2) OffenderWatch Registered Offender Export
(3) LexisNexis Citation & Crash Import
(4) RMS Call Export
(5) IAPro Use of Force Export
(6) Case Management System Officer Schedule Interface
(7) Case Management System Orders of Protection Import
(8) Case Management System Warrant Import

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you. If any modifications are necessary, determine with client whether a proposed modification is minor and can be deemed within the scope described above, or whether a change in scope is required.

(2) Prepare a **Requirements Document (RD)** to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

	Activity	Targeted Time Period
(1)	We will work with your staff in completing the RD in accordance with the scope outlined in Section 1(a-b) above.	To be determined
(2)	We submit completed RD to you**.**	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented	To be determined

	along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	
(4)	We complete programming from RD and provide the associated deliverable to you.	To be determined
(5)	You test software modification based on RD.	To be determined

3. <u>Third Party Responsibilities</u>

a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

Interface Control Document(s) (ICD)

Interface	**Beast Property Interface**
Direction	Import & Export
Third Party	The Beast
Record Type	Property, Case
Detailed Description	Tyler Technologies will provide an interface that will import property data from The Beast to New World Public Safety evidence module. The interface that will export basic case data from New World Public Safety to The Beast. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen. The interface will support multiple instances of The Beast. All instances must be running the same version of The Beast. No agency/instance specific logic will be implemented.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

Interface	**OffenderWatch Registered Offender Export**
Direction	Export
Third Party	OffenderWatch
Record Type	Subject, Registered Offender
Detailed Description	Tyler Technologies will provide an interface that will export registered offender data from New World Public Safety to OffenderWatch The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

Interface	**LexisNexis Citation & Crash Import**
Direction	Import
Third Party	LexisNexis
Record Type	Citations, Crashes, Subjects, Vehicles
Detailed Description	Tyler Technologies will provide an interface that will import citation and crash data from LexisNexis to New World Public Safety citation and crash modules. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The crash import will be limited to the following data. State specific accident fields will not be imported. • Location • Date and Time • People, Vehicles, and Officers Involved • Citation numbers

	• Incident Numbers The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

Interface	**RMS Call Export**
Direction	Export
Third Party	Capers, PSSI, Qickit, ID Network
Record Type	Call for Service
Detailed Description	Tyler Technologies will provide an interface that will create a call for service export that can be consumed by the following third-party RMS applications: • Capers • PSSI • Qickit • ID Network The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.

Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

Interface	**IAPro Use of Force Export**
Direction	Export
Third Party	IAPro
Record Type	Use of Force
Detailed Description	Tyler Technologies will provide an interface that will export use of force data from New World Public Safety to IAPro The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

Interface	**Case Management System Officer Schedule Interface**
Direction	Import and Export
Third Party	Lake Co Case Management System
Record Type	Officer Schedule
Detailed Description	Receives Officer Scheduling notice of a court event from the Court/Clerk to the Sheriff RMS with officer badge number, defendant name, case number and court appearance.

	Tyler Technologies will provide an interface that will provide the following functionality: • Export officer scheduled events to Case Management System from the RMS scheduling module • For criminal cases, import scheduled court hearings as case activity • For Citations, import scheduled court hearings to the ticket violation section The Lake Co Case Management System is responsible for provide information that will allow the interface to uniquely identify officers in the New World Public Safety RMS The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.
Interface	**Case Management System Orders of Protection Import**
Direction	Import
Third Party	Lake Co Case Management System
Record Type	Orders of Protections
Detailed Description	Tyler Technologies will provide an interface that will import order of protection data from the Lake Co Case Management System to New World Public Safety RMS. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer

	method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.
Interface	**Case Management System Warrant Import**
Direction	Import
Third Party	Lake Co Case Management System
Record Type	Warrant
Detailed Description	Facilities the RMS receiving a bench warrant issued in the Court/Clerk Court Management System including charges, arresting agency, bond amount and descriptors of the defendant, and sends notification of a warrant being quashed (terminated) in the Court/Clerk Court Management System with defendant data, case number, and date. Tyler Technologies will provide an interface that will import warrant data from the Lake Co Case Management System to New World Public Safety RMS. The interface will also update warrant status information based on data received from the Lake Co Case Management System. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.

Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface.

In addition to the interface functions called out above, a Release/Remand workflow has 300 hours included in the service line item "Tyler Corrections Integration and Interface Modifications and Consulting." The Offender Release workflow is accounted for in the Integration Toolkit pricing. The Commissary, Inmate Phone and Medical interface are all included in the Jail Data Export. A Warrant Quash workflow is included in the Warrant Interface hours proposed.

Exhibit F
Additional Terms for New World Public Safety Hosted Components

We will provide you with the New World Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

   1.1. **"New World Public Safety Components"** means the New World Public Safety hosted components of Tyler Software identified in the Investment Summary, which includes the Brazos Tyler Software.

   1.2. **"Hosting Services"** means the hosting services Tyler will provide for the New World Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.

   1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the New World Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.

   1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for New World Public Safety Components.

   2.1. We will either host or engage Third Party Services in order to host the New World Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.

   2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system

(including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the New World Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

Exhibit F
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, 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 applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

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

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a 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, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

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

Client Relief

When a Service Availability goal is not met due to your 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 will not exceed 10% of the fee for any one 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. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

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. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.

Exhibit G
Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **"Agreement"** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded**.**
- **"API"** means application-programming interface.
- **"Client**" means Lake County Sheriff.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means 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.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related

services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.

- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Law Enforcement Analytics product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for

determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or 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; (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 or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in

compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications,

and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata 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 ("Confidential Information"). 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 Socrata 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 Socrata 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;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement. Items that we mark proprietary you will not disclose without our permission or the order of a governing tribunal.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata 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 that outlines reasonable steps to be taken by each of us 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, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS 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.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for one (1) year beginning on the date we make the Socrata environment available to you in a production environment, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms 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 SaaS Services will terminate at the end of this Socrata Agreement.

Exhibit H

Project Escalation Path

The escalation path for issues will vary based on the type and severity of the issue. To initiate engagement and escalation, a call is to be made to the appropriate Tyler representative. All issues identified must be documented by a County representative. The County representative initiating the call is to send an email to the contacted Tyler representative immediately following the initial call containing the following information:

1. Date issue was first identified
2. Description of the issue
3. The resulting impact of the identified issue
4. The party or parties Tyler will need to communicate with at the County to resolve the issue and three (3) available times to discuss the concern
    a. Name
    b. Phone number
    c. Email
    d. Availability

Tyler has outlined the path for each type of issue that might arise during the project on the following page.

Issue Escalation Matrix						
Escalation Resource	**Title**	**Phone**	**Email**	**Initial Response Time**	**Plan for Corrective Action**	**Issue Type**
TBD	Tyler Project Manager			48 hours	5 Business Days	Issues related to functionality, documentation, specific tasks, etc.
Sean Gallagher	Director of Professional Services	248.269.1000 ext. 1484	Sean.gallagher@tylertech.com	48 hours	3 Business Days	Project Resource Issues
Kevin Flynn	Vice President of Professional Services	248.269.1000 ext. 1538	Kevin.flynn@tylertech.com	24 hours	2 Business Days	Previously Escalated Issues with Project/Resources
Erin Miller	Senior Vice President of Operations	248.269.1000 ext. 1153	Erin.miller@tylertech.com	24 hours	1 Business Day	Previously Escalated Critical Path Issues with Project
Note: Above is valid for contact during normal business hours while resource is not on PTO. If resource is unavailable due to PTO the issue is to be escalated to the next level.						

Exhibit I
Statement of Work

Exhibit J

Pricing to Join the Lake County Consortium

Joining within 90 days of Agreement Effective Date:

$0 + Custom Interfaces or Data Conversion costs.

- Data Conversion now:
  - CAD = $16,000 (per source)
  - RMS = $21,875 (per source)
  - Additional Modules = $1,876 per module unless noted otherwise:
    - 911 Contact Cards
    - Alarm Permits and related false alarm transactions.
    - Career Criminal Registry
    - Custom Alerts
    - External Documents
    - Field Investigations
    - Mug Shots to RMS
    - Personnel Equipment Inventory
    - Personnel Training
    - State Accident Report Information ($5,000)
    - Vehicle Impound
    - Gun Permits
    - Orders of Protection
    - Pawn Shop Transactions
    - Stop Data
    - Property ($7,000)
  - Existing Tyler Clients receive 50% discount off this conversion pricing

- Custom Interface costs will vary based on scope and would require a scope discussion with the Tyler interface team.

Joining Later:

$0 if the ETSB or Sheriff perform the configuration and training setup work for additional agencies (the ETSB or Sheriff can determine costs, if necessary). If an agency requests Tyler to assist with configuration or training, then the following costs will apply:

- 1-5 Agencies: $70,000 one-time
- 6-10 Agencies: $100,000 one-time
- 10+ Agencies: $130,000 one-time

- Additional costs:
  - Third Party Hardware (if applicable)
  - Software outside of Current Scope (if applicable)
  - Interfaces outside of Current Scope (if applicable)
  - More Training
    - CAD Training (user-training): $4,350 per class (up to 10 users per class)

- Law & Fire Mobile Training (train-the-trainer): $8,700 per class (up to 10 trainers per class)
- RMS Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)
- Field Based Reporting Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)

o Additional Brazos Tasks - $4,063 per task, $1,000 one-time PM fee

o Data Conversion (pricing found in the table on the next page)

- Existing Tyler Clients receive 50% discount off this conversion pricing

Project Fees (Joining Later)	
Price Per Project: $10,250 This is required for each conversion project and can include multiple CAD and/or RMS sources. We assume there will be one conversion project during the initial software deployment and additional conversion projects in the future as more agencies are added to the system.	
CAD	RMS
First CAD Source: $32,500 Includes base conversion for master records and a CAD conversion for calls for service.	First RMS Source: $ 43,750 Includes the following: • Base Conversion for master files • RMS Conversion for incidents, cases, arrests, tickets, and warrants) • Custom Alerts • External Documents The following modules can be added at $3,750 (unless noted otherwise): • 911 Contact Cards • Alarm Permits and related false alarm transactions. • Career Criminal Registry • Custom Alerts • External Documents • Field Investigations • Mug Shots to RMS • Personnel Equipment Inventory • Personnel Training • State Accident Report Information ($10,000) • Vehicle Impound • Gun Permits • Orders of Protection • Pawn Shop Transactions • Stop Data Property Add-on: $7,500
Additional CAD Sources: $16,000	Additional RMS Sources: $21,875 Optional modules listed above can be added at 50% of the

	cost Property Add-on: $3,750
Note: Price may be lower if CAD and RMS data are coming from the same source	