

(Exhibit F)
Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Tyler") and County.

WHEREAS, Tyler and County have entered into that certain Software License and Professional Services Agreement (the "Agreement") pursuant to which, among other things, County has acquired a license to Tyler's Licensed Software.

WHEREAS, County desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

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

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby County can reasonably avoid any deleterious effects of such Documented Defect.

1.5. Defect means any bug, inaccuracy, error, contaminate, or malfunction, in the Licensed Software caused by, arising from, or emanating from the control of Tyler that renders the Licensed Software in non-conformance with the Specifications, including, without limitation, (i) the failure of the Licensed Software to perform according to the performance metrics and/or other performance standards specifically set forth in the Specifications, (ii) the failure of the Licensed Software to perform in accord with its established performance standards in judicial systems of similar size and similar transaction volume as the County. The overall effect of performance Defects on the County's ability to utilize the Licensed Software shall be considered in classifying the appropriate response time in accordance with Exhibit G to the Agreement.

1.6. Documented Defect means a Defect that County documents for Tyler pursuant to Section 2.1.

1.7. Effective Date has the meaning set forth in Section 8.1.

1.8. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, state and federal legislative mandates, court rulings, and/or administrative regulations or orders affecting all clients in County's state and pertaining but not limited to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes apply only to the requirements set forth above, as they apply to the intended use of the Application as of the Effective Date. By way of example, legislation requiring the Clerk of Court to perform tax collection functions shall not obligate Tyler to modify its court case management solution to collect taxes.

1.9. Service Level 1 Defect means a Documented Defect that causes (a) a complete application failure or application unavailability; (b) application failure or unavailability in one or more County remote locations; or (c) systemic loss of multiple essential system functions.

1.10. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.11. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.12. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.13. Third Party Software means the operating systems and other software, set forth in Exhibit H to the Agreement, to be licensed, purchased, or otherwise acquired by the County from a third party that is minimally required to operate the System and such operating systems and other software that the County has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the System.

1.14. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.15. Tyler Holidays means one (1) day for a New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas day and up to two rolling holidays. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. County must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. County shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, County-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other County Responsibilities. County shall:

(a) maintain all required Third Party Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the County is unable to establish and maintain an internal help desk, County may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler in accordance with the County's change management processes;

(e) allow remote access by Tyler to County's servers via a County approved remote access or other mutually agreeable protocol to be enabled on an as-needed basis, provided, however, that County acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the

Licensed Software that is attributable to County's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist County in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(c) Prior to the completion of the System Warranty as set forth in the Agreement, the Tyler Project Manager shall, on a monthly basis or upon such other timetable as the Parties may agree, review all currently outstanding Defects or other support issues with the County Project Manager. The Tyler Project Manager shall work with the County Project Manager to prioritize, escalate, and otherwise manage the resolution plan for such outstanding Defects or other support issues, and submit to the County for approval and acceptance.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defects. Tyler shall assign dedicated personnel and use all commercially reasonable efforts to provide, with immediacy, a Circumvention Procedure whereby the County can avoid any deleterious effects of the Documented Defects and, if necessary, provide a temporary hot fix or other emergency correction, within one (1) Business Day, to mitigate the effects of any such Documented Defects. Upon delivery of the emergency measures set forth above, Tyler shall provide a permanent resolution to such Documented Defects within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defects. Tyler shall assign dedicated personnel and use all commercially reasonable efforts to: (a) provide, with immediacy, a Circumvention Procedure, whereby the County can avoid any deleterious effects of the Documented Defects, within one (1) Business Day; and (b) if necessary, provide a temporary hot fix or other emergency correction, within five (5) Business Days to mitigate the effects of any such Documented Defects. Upon delivery of the emergency measures set forth above, Tyler shall provide a permanent resolution to such Documented Defects on or before the next published maintenance or service pack, which shall occur at least quarterly. Tyler's responsibility for loss or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defects with a future Version Release.

3.6. Help Desk & Desktop Support. Tyler shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide County with technical support to assist County with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the County with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to County regarding resolution of said non-defect failure(s); and
- (c) providing County with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the County with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in section

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to County IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the County IT staff for server maintenance and configuration for the licensed software environment. Such pre-scheduled support shall be in accordance with the County's change management processes and corresponding maintenance windows; and shall include an option for one (1) Sunday per quarter.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to County and either the immediately preceding Version Release or all Version Releases released to County within the prior one (1) year, whichever is greater.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in Section 3 herein, or if County believes the Defect creates a severe negative impact on the County's business operations that warrants a more aggressive response than provided herein, County may immediately escalate the issue to Tyler's Director of Client Services. Tyler and County will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If County and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, County may further escalate the issue to Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan. Prior to the end of the System Warranty as set forth in the Agreement, the County Project Manager may escalate any issue or Documented Defect, regardless of severity or assigned Service Level, to the Tyler Project Manager who shall have the authority to revise the Service Level previously assigned by Tyler support personnel in consideration of circumstances unique to County's environment or implementation project.

3.12. Legislative Change Support. Tyler shall assign dedicated personnel and shall use all commercially reasonable efforts to implement all Legislative Changes within the time frames set forth in the applicable Legislative Change as stated in Section 1.8 herein. In the event that Tyler is unable to meet such timeframes, Tyler shall, at a minimum, provide a Circumvention Procedure or other such actions to enable full compliance of the Legislative Change; and shall provide a maintenance patch or other such actions to enable full compliance with immediacy; and in no event shall a permanent resolution extend beyond the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of programming

services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in County's state during such calendar year; to the extent additional programming services are required, such services shall be billed to County at Tyler's then current hourly rates. Notwithstanding the foregoing, County shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide County with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to County. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in County's state with Legislative Change Support.

4. ADDITIONAL SUPPORT SERVICES

County may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to County a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to County and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify County of the occurrence of a new Version Release and shall provide County with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. County shall, at its own expense, be responsible for any installation assistance, new integration, and training with respect to each Version Release that falls outside of the maintenance services set forth in this Maintenance and Support Services Agreement. The resolution of any version upgrade installation difficulties experienced by County as the result of inadequate release documentation, defect installation software or procedures will be at no charge to County.

6. THIRD PARTY SOFTWARE

6.1. Notice of New Third Party Software. Tyler shall provide County with advanced notice of any mandated new Third Party Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for County to rely upon updates of Third Party Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Party Software components used by the Licensed Software and maintain a list of supported Third Party Software release levels. Version Releases shall be certified to supported versions of all required Third Party Software. Tyler shall certify new releases of Third Party Software within a reasonable timeframe, but in any event, shall be no more than one (1) major release and/or service pack behind.

6.3. Costs. County is responsible for all costs associated with installing and maintaining Third Party Software versions that are identified on Tyler's list of certified Third Party Software.

6.4. Maintenance. County is responsible for maintaining software maintenance/update agreements with Third Party Software vendors at County's expense. At the request of County, Tyler shall participate with County in discussions with Third Party providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. County shall pay Tyler the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees"). Through the completion of the System Warranty and for a period of two full County fiscal years thereafter, there shall be no increase in the Annual Maintenance and Support Fees. Thereafter, any increase in the Annual Maintenance and Support Fees shall be limited to the lesser of six percent (6%), or the annual cost of living increases according to the

Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics, Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, County shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.2. Maintenance on County-Specific Customer Enhancements.

The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of County-Specific Customer Enhancements requested by County and (b) material functional enhancements contained in new Version Releases that Tyler offers to all of its customers on an optional basis for an additional optional license fee and additional maintenance fee. County will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting County's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.3. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which County does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with the terms of the Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by County at the End of a Term. County may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. County may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by County during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by County for Cause. County may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which County is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and County shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then County may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by County under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF

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

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, County's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

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

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

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

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

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

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of County, without regard to or application of choice of law rules or principles.

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

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

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

TYLER TECHNOLOGIES, INC.

COUNTY

By: Bruce Graham

By: Susan Latvala

Name: BRUCE GRAHAM

Name: Susan Latvala

Title: PRESIDENT, TYLER C#T

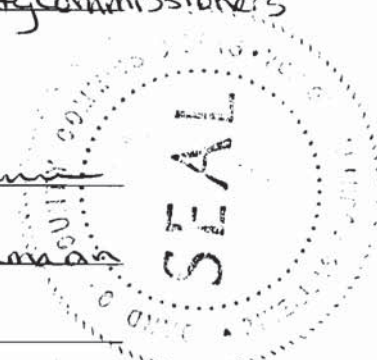
Title: Chair, Board of County Commissioners

ATTEST

By: Cynthia N. Hannan

Name: Cynthia N. Hannan

Title: Deputy Clerk



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: [Signature]
Attorney

(Schedule 1)
MAINTENANCE AND SUPPORT FEES
Maintenance and Support Services Agreement

	License Fee	Annual M&S Fee
Case Manager - Probate/MH	154,420	32,428
Case Manager - Civil/Family	270,235	56,749
Case Manager - Criminal/Traffic	347,445	72,963
Prosecutor - Non-Criminal	58,800	12,348
Prosecutor - Criminal	39,200	8,232
Public Defender - Non-Criminal	46,800	9,828
Public Defender - Criminal	31,200	6,552
Supervision	106,000	22,260
Tyler Jury	47,000	9,870
Financial Manager	-	-
Check Manager	29,000	6,090
SessionWorks: Clerk Edition	65,400	13,734
API Toolkit	50,000	10,500
E-Filing Connector	27,300	5,733
Public Access	-	-
Total		267,288

Payment Terms: Maintenance and Support Fees shall be paid annually in advance with an option for quarterly payments in advance at the sole discretion of the County. Upon completion of the System Warranty in accordance with the Agreement, the total annual Maintenance and Support fee of \$267,288 shall be prorated through September 30 of the then-current year. Maintenance and Support shall renew on October 1 of each subsequent year thereafter, and shall be paid in accordance with Section 7 herein. Prior to completion of the System Warranty, initial Maintenance and Support Fees for Phase 1 and Phase 2 shall include only those Software Component(s) applicable to each Phase, and shall commence upon completion of each applicable Phase Warranty period. Maintenance and Support for each Phase shall be prorated through September 30 of the then-current year, and shall be paid in accordance with Section 7 herein and this Schedule 1.