

**SOFTWARE LICENSE AND  
PROFESSIONAL SERVICES AGREEMENT**

**THIS SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT** is made as of this 14 day of December, 2010 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida, ("County") and Tyler Technologies, Inc., a Delaware corporation authorized to do business in Florida ("Tyler") (jointly, the "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to RFP No. 089-0408-P(JL) ("RFP") for the development and implementation of the Justice Consolidated Case Management System ("Justice CCMS"); and

**WHEREAS**, based upon the County's assessment of Tyler's proposal, including the Detailed Proposal Assessment, the Functional Assessment and Solution Demonstration, and the Discovery Phase evaluation, the County selected Tyler to provide, enhance, develop, implement, and maintain the System as defined herein; and

**WHEREAS**, based on its skilled personnel, track record for product innovation, and successful implementations for its customers, Tyler represents that it has the experience and expertise to implement the System as set forth in this Agreement.

In consideration of the mutual covenants, agreements, terms and conditions herein contained, along with other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

**1. Definitions.**

1.1 "Additional Services" means the services described in Section 2.8 of this Agreement.

1.2 "Agreement" means this Software License and Professional Services Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

1.3 "Authorization Order" means a signed, written approval from the County Project Manager authorizing Tyler to perform Services in accordance with this Agreement.

1.4 "Authorized User" means those entities, governmental units, organizations, and individuals authorized by the County to use the System, including but not limited to, the Board of County Commissioners and its departments, boards, commissions, and agencies; special districts; the Sixth Judicial Circuit, Pinellas County Clerk of the Circuit Court, State Attorney for the Sixth Judicial Circuit, Public Defender for the Sixth Judicial Circuit, Pinellas County Sheriff, Pinellas County Property Appraiser, Pinellas County Supervisor of Elections, Pinellas County Tax Collector, other federal, state, local or municipal agencies and other entities or organizations authorized by the Pinellas County CJIS User Policy Board to access the System, any official, officer, employee or representative of any of the above, and members of the public.

1.5 "Business Day" means any day, Monday through Friday, excepting any County holiday.

1.6 "Change Order" means a document describing potential or actual changes to the scope of the Services, as further defined in Section 27 of this Agreement.

1.7 "County" means Pinellas County, a political subdivision of the State of Florida, its officials, officers, employees, and representatives, and includes all current and future Authorized Users as defined herein.

1.8 "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data processing software obtained by County under a licensing agreement and County-produced data processing software and security systems, and any other information designated in writing by the County.

1.9 "County Project Manager" means the person designated by the County to oversee the provision of the Services by Tyler on a day-to-day basis, as designated pursuant to this Agreement.

1.10 "CPI" means the 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 for the preceding calendar year.

1.11 "Defect" means any bug, inaccuracy, error, contaminate, or malfunction in the Licensed Software not caused by the County, and arising or emanating from the control of Tyler, including the Embedded Third Party Software, 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.

1.12 "Deliverables" means the items identified as "Deliverables" in the Exhibit B.

1.13 "Documentation" means, collectively: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to the System provided by Tyler as set out in the SOW; (ii) all user, operator, system administration, technical, support, and other manuals, and all other written, printed, electronic, or other format materials that describe the functional, operational, and/or performance capabilities of the System; and (iii) all Specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial materials, schematics, and other documents that represent, demonstrate, or explain the System.

1.14 "Embedded Third Party Software" means any current or future licensed third party software (other than Third Party Software) that is required to provide the functionality of the Licensed Software as set forth in the Specifications, which as of the date of this Agreement,

consists of the software set forth in Exhibit H, which Exhibit will be updated by Tyler as new third party software is embedded in the Licensed Software.

1.15 "Enhancements" means a customization or modification of the Licensed Software to meet the functional requirements set forth in this Agreement, Exhibits and Documentation.

1.16 "Fees" shall mean the License Fee, Services Fee, and Maintenance and Support Fee as defined in Section 6 of this Agreement.

1.17 "Gap Fit Analysis" means the process of identifying gaps between the current Consolidated Justice Information System and supporting systems being operated by the County and the Licensed Software, as further defined in the SOW, Task 2. Gap Fit Analysis shall include but is not limited to system functionality, configuration, integration, reports, and business process workflows.

1.18 "Go-Live" means the date on which a Licensed Software Component or the entire System, as the case may be, has entered Operational Use. The Go-Live tasks are further described in the SOW.

1.19 "Hardware" means the physical components or equipment which makes up a computer system including the programs that control the operations of the computer and support the software.

1.20 "Licensed Software" means the most current production version of software described in Exhibit B, to be provided by Tyler and includes each computer program or module, application and patent which makes up the Licensed Software and each copy, translation, update, or modification of all or any part of the Licensed Software in any medium, delivered to the County by and capable of running on Hardware identified in the Exhibit H, together with any materials related thereto, such as any human readable program listings, flow charts, logic diagrams, output forms, manuals, specifications, instructions, documentation, and other materials, and any copies of the foregoing, in any medium, related to the Licensed Software and normally provided by Tyler to any other licensee of the Licensed Software and all released modifications, Enhancements, upgrades or new versions acquired by County. Licensed Software includes Embedded Third Party Software.

1.21 "Licensed Software Component" means a portion of the System Licensed Software which shall be tested in accordance with the procedures described in this Agreement. The Licensed Software Components are more specifically described in the SOW and Exhibit B.

1.22 "Maintenance and Support" means those services set forth in the Maintenance and Support Agreement that are intended to remediate Defects or to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, and changes, modifications, Enhancements or repairs, and updates.

1.23 "Notice-to-Proceed Date" means the date on which the County, by written notice, authorizes Tyler to begin the Analysis Period or the Project as described in this Agreement.

1.24 "Phase" means a contained portion of the Project dedicated to implementing a particular portion of the System. The Phases comprising the Project are further described in the SOW.

1.25 "Operational Use" means actual use of the Licensed Software Component(s), or the System, to support the furtherance of the business operations of the County.

1.26 "Project" means the delivery and license of the System and the performance of all Services to be provided by Tyler in accordance with the terms of this Agreement.

1.27 "Project Charter" means the Deliverable as defined in Section 2 Task 1 of the SOW.

1.28 "Project Milestone" means the Deliverables in Exhibit B of this Agreement and identified as "Project Milestones."

1.29 "Project Schedule" means the planned dates for performing schedule activities and the planned dates for meeting Project Milestones as set forth in Exhibit C of this Agreement.

1.30 "Release(s)" means those versions of the Licensed Software which add functionality to the Software, including any Updates and Upgrades provided under the License Agreement.

1.31 "Services" means the work, duties and obligations to be carried out and performed by Tyler under Section 2 of this Agreement and pursuant to the Exhibits. Without limiting the foregoing, the Services to be performed by Tyler fall into the following categories: (i) consulting, design, and software development; (ii) installation of Licensed Software; (iii) modification/configuration of the Licensed Software; (iv) project management; (v) programming agreed upon interfaces; (vi) conversion of all data; (vii) requirements definition; (viii) Gap Fit Analysis; (ix) change management; (x) report development; (xi) Documentation; (xii) testing; (xiii) consulting, design, and configuration of hardware; (xiv) staff training; and (xv) any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but is not specifically described in this Agreement or any Exhibit, which such task, subtask, service or function shall be deemed to be part of the Services.

1.32 "SOW" means the Statement Of Work, the document attached hereto as Exhibit A and incorporated into this Agreement which describes, in more detail, the Services and anticipated schedule for delivering the Services and Deliverables, as may be amended or updated from time to time as provided for in this Agreement.

1.33 "Specifications" means the descriptions of the System and all other Deliverables hereunder, and their components, capacities, functions and/or methods, set forth in this Agreement (including all Exhibits hereto) and the Documentation.

1.34 "Sublicense" means Tyler-provided Embedded Third Party Software granting license(s) to County under its original license.

1.35 "System" means Tyler's Licensed Software including Embedded Third Party Software, Enhancements, Hardware, Services, Documentation, and other items, tangible and



intangible, which together will allow the County to have and maintain an integrated justice suite of applications as defined in Exhibit B.

1.36 "System Warranty Period" means the warranty period defined in Section 17.6 of this Agreement.

1.37 "Third Party Software" means the operating systems and other software, set forth in Exhibit H, 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.

1.38 "Tyler Confidential Information" means any Tyler information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Tyler (unless otherwise determined to be a public record by applicable Florida law), and any data processing software exempt from the public records law as defined in Chapter 119, Florida Statutes. To the extent permitted by applicable law, for purposes of this Agreement, Tyler hereby notifies the County, and County acknowledges receipt of the notification, that the following constitutes a trade secret as defined by Chapter 688, Florida Statutes: all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, works of visual art, business documents, operations, manuals, performance manuals, operating data, projections, bulletins, test results, product or service literature, product or service concepts, process data, specification data, know how, show how, software, databases, research and development information and data, including, without limitation, information relating to the Licensed Software, its design documents, release notes, database layouts, algorithms, techniques, processes, systems designs, source code, and screen shots. Notwithstanding the foregoing, Tyler Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (b) becomes available to the County on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by the County prior to its receipt from Tyler without any obligation or confidentiality with respect thereto; or (d) is developed by the County independently of any disclosures made by Tyler.

1.39 "Tyler Key Personnel" means the Tyler project manager and other employees and subcontractors of Tyler who are identified in Exhibit J hereto, along with their respective positions, and any other persons as the parties may agree, in writing, to designate as Tyler Key Personnel.

1.40 "Tyler Personnel" means the Tyler project manager and all employees of Tyler, and all employees of subcontractors of Tyler, who are providing the Services at any time during the project term.

1.41 "Update(s)" means periodic release(s) of the Licensed Software that may contain fixes or incremental Enhancements to the Software and are included in Maintenance Support Services.

1.42 "Upgrade(s)" means a software application that replaces an installed version of a product with a newer version of the same product.

## **2. System Implementation Services.**

2.1 Services. The County retains Tyler, and Tyler agrees to furnish all labor, materials, equipment, products, tools, transportation, supplies, and other costs required to perform the Services and all of its obligations related thereto, in accordance with the terms of this Agreement and the Exhibits hereto. The scope of Services, including but not limited to the performance standards, timetables, staffing plan, and Deliverables are defined in the SOW, and the other Exhibits attached to this Agreement and incorporated herein by reference.

2.2 Analysis Period. Tyler shall complete the planning and analysis as defined in the SOW, Section 2, Task 1 and Task 2 as follows:

2.2.1 Project Charter. The Project Charter as set forth in the SOW, Section 2, Task 1 shall be completed and delivered to the County within thirty (30) calendar days from the Analysis Period Notice to Proceed Date. The Project Charter shall be consistent with the staffing plan in the SOW, and describe the level of staff effort, roles, and responsibilities, project tasks and sequencing necessary to perform the Services.

### 2.2.2 Gap Fit Analysis.

(a) Upon approval of the Project Charter by the County in accordance with Section 9 of this Agreement, Tyler shall commence the Gap Fit Analysis in accordance with the SOW, Section 2, Task 2, which shall be completed within ninety (90) calendar days from commencement thereof. The Gap Fit Analysis shall involve the review and consideration of the data and system functionality currently provided in the County's legacy case management system and other supporting systems as identified in Exhibit B, and shall identify gaps between the current systems operated by the County and the Licensed Software being provided by Tyler, and shall develop or revise, as the case may be:

1. Enhancements, including a brief functional description of each Enhancement in sufficient detail for both Tyler and the County to understand and approve the requirements and scope of each such Enhancement. Upon approval by the County, as provided in subsection (b) herein, the Enhancements shall supersede related functional requirements as set forth in the SOW.

2. Hardware and Third Party Software as set forth in the SOW and Exhibit B.

3. The SOW.

4. The Project Charter, and the Project Schedule.

(b) Upon completion and acceptance of the Gap Fit Analysis tasks in accordance with Section 9 of this Agreement, the County shall have ten (10) Business Days to either: (i) issue a Project Notice to Proceed for the Project, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by providing written notice to Tyler of its election to terminate

("Notice of Termination") pursuant to this subsection, because the Gap Fit Analysis extends the Project Schedule, changes the scope of work that did not result from new requirements established by the County during the Gap Fit Analysis Period, or results in an increase in the Fees.

(c) If the County issues a Notice of Termination, then: (i) this Agreement shall terminate upon Tyler's receipt of the Notice of Termination (ii) County shall have no further obligation to participate in the project, except for paying Tyler for the costs and expenses incurred by Tyler in performing the Gap Fit Analysis in accordance with Exhibit B, which shall be paid within thirty (30) Business Days of the termination; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

2.3 De-Scoping Services. The County reserves the right, in its sole discretion, to de-scope Services and Deliverables in the SOW, upon written notification to Tyler by the County Project Manager. Upon issuance and receipt of the notification, Tyler shall submit a Change Order as set forth in this Agreement reducing or reallocating to other Services or Deliverables, at the County's sole discretion, the appropriate Fees set forth in Exhibit B, for the impacted Deliverable by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in Exhibit B. In the event that notification is issued after commencement of work on the de-scoped Services, the reduction shall be determined by mutual consent of both parties based upon hours of work performed prior to issuance of notification.

2.4 Services Requiring Authorization Order Approval. Tyler shall not commence work on the Services described in the Agreement and/or the SOW that require prior authorization, including but not limited to the Use Cases and Interfaces described in Section C of Exhibit B, until such time as Tyler submits a written proposal describing the scope of the Services, the number of hours required for the Services if applicable, and the total cost, and receives written Authorization Order approval from the County Project Manager.

2.5 Substitution of Deliverables. If requested by the County in writing, the Parties may substitute the Deliverables or Services for new Deliverables or Services that are reasonably and substantially equivalent to those Deliverables or Services being substituted and any such substitution shall not result in any adjustment to the Fees, unless otherwise mutually agreed by the Parties. Any substitution of Deliverables or Services shall only be done after an approved Change Order is signed in accordance with Section 27.

2.6 Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Tyler is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Tyler acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.



2.7 Location. The Services to be performed pursuant to any Statement of Work shall be performed at locations specified in the Statement of Work or as otherwise agreed by the County Project Manager in writing.

2.8 Additional Services. From the Effective Date and for the duration of the Project, the County may elect to have Tyler perform Services that are not specifically described in this Section 2 or the SOW hereto but are related to the Services (the "Additional Services"), in which event Tyler shall perform such Additional Services on a time and materials basis, at an hourly rate not to exceed that described in Exhibit B. For an additional two years following the System Warranty period, the hourly rates shall increase by no more than 3% or the CPI, whichever is less. Thereafter, such services shall be performed at Tyler's then current hourly rates. Tyler shall commence performing the applicable Additional Services promptly upon receipt of a Notice to Proceed.

2.9 Performance Bond or Other Security. Tyler shall furnish a Performance Bond (or other form of security approved by the County in its sole discretion) in the amount equal to 50% of the Services Fee within ten (10) calendar days from the Project Notice to Proceed Date. Tyler shall not commence performance of any Services and the County shall not incur any License Fee until Tyler delivers and the County approves the Performance Bond required herein.

2.10 Financial Records/Audit. Tyler shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with Tyler's ordinary course of business practices or for a period of five (5) years after final payment to Tyler, whichever is longer, and each transaction shall be documented. Such records shall be made available to County for inspection or audit, upon request. Any such inspection shall be conducted at Tyler's principal place of business during normal business hours and shall occur at County's sole expense.

2.11 Project Monitoring. Through the expiration of the System Warranty Period as set forth herein, Tyler shall reasonably cooperate with the County, either directly or through its contractors, in monitoring Tyler's performance of this Agreement. The production of any documentation, reports, meetings, travel, consultation, or review that is requested by the County or its contractors beyond the requirements set forth specifically in the Statement of Work shall be at the County's sole expense, and subject to prior approval by the County in writing. Tyler may require any contractors engaged by the County to monitor Tyler's performance to execute a Tyler Confidentiality Agreement. Monitoring shall be conducted at the locations provided for in Section 2.7 of the Agreement.

### **3. Software License, Maintenance and Support.**

3.1 License. Tyler grants to the County, and the County accepts, a perpetual, without limit in time, non-exclusive, royalty-free (except as otherwise provided in Section 3.8.2 of this Agreement), fully paid, non-transferable, worldwide license to the Licensed Software and sublicense to the Embedded Third Party Software for unlimited use (including, without limitation, on an unlimited number of operating systems, CPU's, cores, servers, virtual instances, partitions, locations, disaster recovery and business continuity requirements and sites, or multiplexing) by the County and its unlimited present, concurrent and future Authorized Users, as specified in Exhibit B, to use the Licensed Software and Embedded Third Party Software solely for its business purposes that are not in violation of any third-party rights or applicable



laws. Upon the County's payment of the License Fee for each Phase as provided in Section 6.1.1 of this Agreement, the license for such Licensed Software Component applicable to each Phase shall become irrevocable subject to the restrictions on use set forth herein.

3.2 Maintenance and Support Services. Commencing upon the completion of the Phase Warranty for each Phase, Tyler shall provide Maintenance and Support Services for the Licensed Software Component(s), including Embedded Third Party Software, for that Phase as set forth in the Maintenance and Support Agreement attached hereto as Exhibit F. In consideration of the County maintaining an active Software Maintenance Agreement as provided herein, the County shall be entitled to: (a) receive version releases to the System as set forth in the Software Maintenance Agreement; and (b) exchange the System for a replacement product developed by Tyler that is similar in features, functionality, performance, and price (as adjusted for inflation, based upon the US 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) to the System, without additional license fees.

3.3 Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by Tyler, the County shall not (a) reverse engineer, de-compile, or disassemble any portion of the System or (b) sublicense, transfer, rent, or lease the System or its usage.

3.4 Embedded Third Party Software. The license grant set forth in this Section 3 includes the right to use any Embedded Third-Party Software as provided in Section 3.1 of this Agreement. All such embedded Third-Party Software shall be included in the License Fee. Tyler shall pass through to the County any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

3.5 Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third-Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in the County any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other Party.

(c) Any data or other materials furnished by the County for use by Tyler under this Agreement shall remain the sole property of the County and will be held in confidence in accordance with this Agreement. Such materials shall be returned to County upon Final System Acceptance of the Licensed Software Components or upon termination of this Agreement. Tyler shall provide the County with Documentation of the underlying database structure and full-access rights to the Licensed Software Database in accordance with but not limited to the SOW, Section 9.

3.6 Odyssey Jail Manager Option. At no additional cost, other than the License Fee payable in accordance with Exhibit B, Tyler grants to the County a limited, non-exclusive,

revocable and non-transferable license (and sublicense with respect to any Embedded Third Party Software), to use the Odyssey Jail Manager software for a period of five years following the Project Notice to Proceed Date. For a period of five years following the Project Notice to Proceed Date, upon written notice to Tyler, the County shall have the option to obtain a perpetual, without limit in time, non-exclusive, fully paid, nontransferable worldwide license to the Odyssey Jail Manager software (and sublicense with respect to any Embedded Third Party Software) as defined in Section 3.1 of this Agreement for an additional license fee of \$750,000.00 plus annual Maintenance and Support equal to 21% of this license fee, and Tyler shall perform all related implementation services at the time and material rates set forth herein. The Odyssey Jail Manager Software shall be deemed to be Licensed Software if the County proceeds with this option. If the County does not exercise the option to obtain a perpetual license within five years of the Project Notice to Proceed Date, the limited license for the Odyssey Jail Manager software will terminate.

3.7 Pasco County Option. Tyler hereby grants to the Pasco County Clerk of the Circuit Court (“Pasco Clerk”) a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to any Embedded Third Party Software), to use the Licensed Software for a period of sixty (60) months following the Project Notice to Proceed Date. For a period of sixty (60) months following the Project Notice to Proceed Date, upon written notice to Tyler, the Pasco Clerk shall have the option to obtain a perpetual, without limit in time, non-exclusive, fully paid, non-transferable worldwide license to the Licensed Software (and sublicense with respect to any Embedded Third Party Software) as defined in Section 3.1 of this Agreement for additional license and maintenance and support fees as set forth in the table below, and Tyler shall perform all related implementation services at the time and material rates set forth herein. If the option to obtain a perpetual license is not exercised within sixty (60) months of the Project Notice to Proceed Date, the limited license for the Licensed Software will terminate. Nothing in this Agreement shall prevent the County from charging such fees and costs as may be agreed to by the County and Pasco County for any services provided by the County relating to the rights granted in this Section and Section 3.1.

If exercised prior to:	License Fee	Annual Maintenance and Support Fee
0-30 months after the Project Notice to Proceed Date	\$0	\$73,500.00
31-60 months after the Project Notice to Proceed Date	\$350,000.00	\$73,500.00

3.8 Revenue Sharing. From time to time, the County may authorize funding for software development projects that Tyler and the County may mutually agree to designate as “Strategic Features”. The Parties agree that the minimum criteria for such Strategic Features shall be: (i) functionality jointly identified by Tyler and the County as having significant value and return-on-investment to any potential purchasers of the software; (ii) functionality that can be offered as optional software for a separate, optional license fee; and (iii) the existence of a reasonable expectation by Tyler that a market exists for the resale of such functionality.

3.8.1 For each Strategic Feature authorized by the County pursuant to a signed writing, Tyler shall prepare a Conceptual Project Design (“CDP”) document, at the County’s expense, and deliver it to the County for inspection and approval. The CDP

document shall include Tyler's good-faith estimate of the effort and cost necessary to develop the Strategic Feature. Upon approval by the County, Tyler shall use its commercially reasonable efforts to develop the Strategic Feature in accordance with the applicable CDP document and good-faith estimate. Any updates to the scope of work or good-faith estimates shall be delivered to the County in a revised CDP document for review and approval prior to continuing work on the project in excess of the good-faith estimates previously approved by the County. Tyler shall perform its functions hereunder, and shall invoice the County monthly, on an hourly time and materials basis.

3.8.2 Tyler may market, sell, and license the Strategic Features to counties, states, and other jurisdictions. For a period of four years after the completion of each such Strategic Feature, Tyler will annually pay to the County a royalty for such Strategic Features sold by Tyler as follows:

- a. 25% of the license fees sold in the first year;
- b. 25% of the license fees sold in the second year; and
- c. 25% of the license fees sold in the third year; and
- d. 25% of the license fees sold in the fourth year.

3.8.3 Nothing in this Agreement shall be deemed to vest in the County any ownership or intellectual property rights in and to the Strategic Features, Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

#### **4. Personnel.**

4.1 Tyler Key Personnel. The County shall have the right to interview the initial Tyler Key Personnel and any replacement personnel assigned to the project, and Tyler shall not designate any key personnel without the County's prior written consent. Tyler shall not reassign any individual designated as Tyler Key Personnel without the County's prior written consent during the period beginning on the date such individual commences performing the Services hereunder, to other functions if doing so would require the alteration or reduction of such individual's contribution to, or involvement with, the Services. Tyler shall obtain the County's prior written consent fourteen (14) days, or such shorter time as agreed by the Parties, in advance of any assignment of any Tyler Key Personnel resulting in the alteration or reduction of time expended by such individual in performance of Tyler's duties under this Agreement, which consent may be withheld in the County's sole discretion. In the event any one of the Tyler Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Tyler and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Tyler shall: (i) within five (5) County Business Days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person; and (ii) within twenty (20) Business Days, permanently replace such replaced person with another person approved by the County and properly qualified to perform the functions of such replaced person.

4.2 Project Management. Tyler and the County shall designate and cause the employees identified in Exhibit J (or other qualified employees designated to replace such employee in accordance with this Agreement) to serve as such Party's Project Manager, who shall manage and implement the Party's respective obligations pursuant to this Agreement and serve as the primary contact for the respective Party, who shall have authority to execute



Authorization Orders, and provide such other approvals as authorized in this Agreement. Each Party represents that its respective Project Manager is qualified and authorized to perform the tasks assigned to him/her and any written execution by such individual shall be binding on the respective Party.

4.3 Qualified Personnel. Tyler agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement. For each person, to the extent permitted by, and in accordance with, applicable law, Tyler shall conduct routine reference checks (e.g., work experience), verification of education and technical training, drug testing in accordance with Tyler's employment policies, and background checks (e.g., felony and misdemeanor conviction check), and any other checks required by law. Tyler agrees that each person shall be properly trained to perform the Services and is oriented with respect to the policies and procedures of the County. The County is not required to pay any Fees relating to any person for hourly rate services prior to such time as the training and orientation is completed and such person commences performing the Services hereunder.

4.4 Replacement of Personnel. The County, on a reasonable basis, shall have the right to require the removal and replacement on the project of any of the Tyler Key Personnel, including the Tyler Project Manager, at any time during the Project Term. The County will notify Tyler in writing in the event the County requires such action. Tyler shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. Tyler shall not be responsible or liable for any delays in the Project Plan resulting from County's request to remove any Tyler Key Personnel from the Project without cause.

## 5. Hardware Requirements.

The Parties acknowledge that the County has relied on Tyler's assessment of the Hardware requirements necessary to perform the Services in establishing budgeting priorities for, and where applicable, acquiring the Hardware referenced in the SOW that is critical to the success of the Project. Providing that information relating to the Specifications provided by the County is substantially correct and complete, and the County configures the Hardware as directed by Tyler, in the event that Tyler determines that it is necessary for the County to acquire additional Hardware to complete the Project, Tyler shall be solely responsible for those costs incurred by the County for the additional Hardware. The County shall receive a credit for, and the right of set off against, the payments due Tyler. Tyler's obligation as provided herein shall terminate, and be of no further force and effect, on the last day of the System Warranty Period as defined in Section 17 of this Agreement. Notwithstanding anything to the contrary contained herein, Tyler shall not be responsible for any additional Hardware costs incurred that are: (a) the result of the County's failure to disclose correct or complete information to Tyler regarding the County's operating environment; (b) the County's failure to follow Tyler's recommendations for configuration or operation of the Hardware; or (c) additional Hardware costs that arise after the System Warranty period.

## **6. Compensation of and Method of Payment.**

6.1 Pricing. The County agrees to pay Tyler the following sums for the Licensed Software, Services, and Maintenance and Support pursuant to the following terms and conditions.

6.1.1 Licensed Software. The County shall pay Tyler the sum of not to exceed One Million Two Hundred Seventy Two Thousand Eight Hundred Dollars (\$1,272,800.00) for the licenses to the Licensed Software ("License Fee") to be paid as specified in Section D of Exhibit B, upon submittal of an invoice as provided in Section 6.3 of this Agreement. This amount includes any and all of Tyler's developmental, overhead, and operating costs, outlays, profit, and all other associated out-of-pocket costs for the Licensed Software.

6.1.2 Services. The County shall pay Tyler the sum of not to exceed Four Million Five Hundred Twenty Seven Thousand Two Hundred Dollars (\$4,527,200.00) for the Services that are actually performed and completed pursuant to this Agreement ("Services Fee"). The Services Fee paid to Tyler shall constitute full compensation for all such work, and shall be paid as specified below. It is acknowledged and agreed by Tyler that this amount constitutes a limitation upon County's obligation to compensate Tyler for such Services required by this Agreement, but does not constitute a limitation upon Tyler's obligation to perform all of the Services required by this Agreement, the SOW and other Exhibits.

6.1.2.1 County shall pay Tyler the undisputed amounts due as provided herein on a "fixed fee basis," except for the "bucket" of hours relating to the development of the Use Cases as described in the SOW and Interfaces described in Section 6.1.2.2, the not to exceed Services Fee in periodic payments for Deliverable(s) and Project Milestones as set forth in Section C of Exhibit B. As used in this Section 6.1.2.1, "fixed fee" means that Tyler will perform the Services required by the Agreement even if it is required to expend more than the time and materials it used to determine the Services Fee set forth in Exhibit B.

6.1.2.2 The Parties acknowledge that the cost of the Interfaces identified in Exhibit E as the Jail Inmate Management System (JIMS) Interface, the Florida Department of Law Enforcement (FDLE) Interface, and the Bond Tracking Interface will be further evaluated during the Gap Fit Analysis and any adjustment to the Services Fee relating to these Interfaces may be either approved by the Parties by Change Order in accordance with Section 27 of this Agreement, or the County shall have the option to terminate the Agreement in accordance with Section 2.2.2(b) of this Agreement. The County agrees to dedicate full-time staff or a consultant to participate in the investigation of these Interfaces jointly with Tyler Personnel during the Gap Fit Analysis.

6.1.2.3 The County will retain ten percent (10%) of each Services Fee payment amount made to Tyler in accordance with Section C of Exhibit B. Tyler will be paid the retainage upon the completion of the System Warranty Period.

6.1.2.4 Tyler may submit invoices for Deliverable(s) only after the Deliverable(s) required to be completed for a Project Milestone payment for which the invoices are submitted have been completed and accepted in accordance with Sections 8 and 9 herein. While Tyler, at its option, may complete Deliverables out-of-sequence from the Deliverables necessary to invoice a Project Milestone payment as set out in Exhibit B, Tyler shall not be entitled to either invoice or receive payment for that completed out-of-sequence Deliverable until all necessary Deliverables for a Project Milestone payment have been completed, unless the parties have agreed otherwise in writing. An original invoice is due by Tyler to County within fifteen (15) calendar days after acceptance of the Deliverable or Project Milestone, except the final invoice, which shall include the retainage, which must be received by the County no later than sixty (60) days after the System Warranty Period in accordance with Section 6.3 of this Agreement. Each invoice will at a minimum include an invoice number, indicate the Deliverable included in the Project Milestone task covered by the invoice or the Project Milestone, and state the number of hours worked for Services billed on a time and materials basis, if applicable. Any Tyler Personnel or authorized subcontractors performing Services will maintain a log of time worked in a manner sufficient to preserve an accurate record for Services performed on a time and materials basis.

6.1.3 Maintenance and Support Services. Upon completion of the Phase Warranty or System Warranty period, as applicable, Tyler shall provide the County with Maintenance and Support Services for the Licensed Software in accordance with the terms and conditions of the Maintenance and Support Agreement, and the County shall pay the Maintenance and Support Fee as set forth in the Maintenance and Support Agreement.

6.2 Tax Exempt Status. It is understood that County is a tax exempt entity and shall only be responsible for the payment of applicable taxes, if any, if and when it loses tax exempt status.

6.3 Payments. Tyler shall submit invoices for payments due in accordance with Exhibit B herein with such documentation as required in this Agreement, and all payments shall be made in accordance with the requirements of Section 218.70 et. seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Tyler in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes.

## **7. Delivery of the Licensed Software.**

7.1 Risk of Loss. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until delivery to, and if required pursuant to this Agreement, installation at the County's places of business.

7.2 Shipments. Tyler shall ship the Deliverables to the County's place of business in accordance with the timetables set forth in the Project Schedule. Shipments shall be prepared and packed at Tyler's expense and delivered at Tyler's expense via air or other fast transportation to minimize delay.



## **8. Licensed Software Components Testing.**

8.1 User Acceptance Testing (“UAT”). Upon Tyler’s written notification to the County that Tyler has completed the installation and testing of Licensed Software Component(s) in any particular Phase, and that such Licensed Software Component(s) is ready for UAT, the County will begin testing such Licensed Software Component(s) in a non-production environment using the test procedures and standards established herein and contained in the SOW, unless other standards as are agreed upon in writing by the County, to determine whether each Licensed Software Component(s) meets in all material respects, the applicable acceptance criteria set forth in this Agreement, or such other criteria as are agreed upon in writing by the County. After the County has completed the UAT for a Licensed Software Component(s) and has operated such Licensed Software Component(s) for an additional period of at least five (5) Business Days at the County’s sole discretion, in accordance with the Agreement, the County will notify Tyler in writing that the UAT of such Licensed Software Component(s) has been completed. Upon the completion of the UAT, if the County determines that a Licensed Software Component(s) does not perform as provided for in this Agreement, including all Exhibits, the County will deliver to Tyler a report describing any material Defects. Tyler shall then provide a schedule within five (5) Business Days for the correction of the Defects for review and approval by the County. Upon successful remediation of the Defects, the County may re-test the Licensed Software Component(s) for an additional test period of a duration not to exceed the duration of the original UAT for that Licensed Software Component as determined in the sole discretion of the County.

8.2 Operational Use. Upon successful completion of the UAT for the Licensed Software Component(s) associated with a particular Phase, the County will begin using the Software Component(s) in a production environment (“Operational Use”), and in accordance with the SOW, Sections 3.14, 4.13, and 5.13. In no event shall the Operational Use of any Phase constitute Final System Acceptance as defined in Section 8.3 of this Agreement.

8.3 Final System Acceptance Testing. The County will inform Tyler in writing of Final System Acceptance after Go-Live of all Phases and upon successful completion and approval of the System Acceptance Test (“SAT”) in accordance with the SOW, Section 2.3 and the Warranty Period in accordance with Section 17 of this Agreement. Notwithstanding anything to the contrary contained herein, in no event shall any Phase acceptance or subsequent Phase Warranty or Final System Acceptance be deemed a waiver of any right or remedy available to the County under this Agreement, at law, or in equity as a result of any Defect in a Licensed Software Component(s) or Deliverable(s) not discovered by the County during the testing periods.

8.4 Failure of Testing. If after testing the Licensed Software Component(s) or the System, the Licensed Software Component(s) or the System does not function in accordance with the Agreement, and as accepted in accordance with this Section of the Agreement, the County shall have the option, upon notice to Tyler to:

- (a) Conditionally accept the System or Licensed Software Component(s) at its then level of performance; or
- (b) Extend the testing for such period as determined by the County; or

(c) Accept those portions of the System or Licensed Software Component(s) which pass the acceptance criteria and require Tyler to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted; or

(d) Pursue such remedies as may be available to the County at law or in equity.

Final System Acceptance by the County will not release Tyler from complying with the Warranties and Maintenance and Support requirements set forth herein.

8.5 Test Criteria. Unless otherwise specifically provided in the SOW, the testing for Licensed Software Component(s) of the System shall be in accordance with the SOW, Section 2.3.

## **9. Acceptance of Deliverables.**

Except as specified in Section 8 of this Agreement relating to Licensed Software Components Testing and acceptance, for all other Deliverables, the County, through the County Administrator or designee, will have ten (10) Business Days to review the Deliverable(s) after receipt or completion of same by Tyler, and either accept or reject the Deliverables by written notice to Tyler's Project Manager. If the Deliverable(s) is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Tyler shall then have five (5) Business Days to revise the Deliverable(s) to resubmit and/or complete the Deliverable(s) for review and approval by the County, through the County Administrator or designee, who will then have five (5) Business Days to review and approve, or reject the Deliverable(s), provided however, that Tyler shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject Deliverables as provided herein. Upon final acceptance of the Deliverable(s), the County, through the County Administrator or designee, will sign a deliverable acceptance form.

## **10. Stop Work.**

10.1 Stop-Work Order. The County may, at any time by written notice to Tyler, require Tyler to stop all, or any part, of the work called for by this Agreement (a "Stop-Work Order"), for a period up to ten (10) Business Days after the Stop-Work Order is delivered to Tyler, and for any further period to which the Parties may agree. The Stop-Work Order shall be specifically identified as such and shall indicate it is issued under this clause.

Upon receipt of the Stop-Work Order, Tyler shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop-Work Order during the period of work stoppage. During the Stop-Work Order, Tyler shall communicate and cooperate with the County to resolve issues related to the Stop-Work Order.

Within a period of ten (10) Business Days after a Stop-Work Order is delivered to Tyler, or within any extension of that period to which the Parties shall have agreed, the County will either in writing issued by the County, through its County Administrator: (i) cancel the Stop-Work Order; or (ii) either de-scope the Services or Deliverables in accordance with Section 2.3

of this Agreement, or terminate the work covered by the Stop-Work Order pursuant to Section 12 of this Agreement.

10.2 Cancellation of Stop-Work Order. If a Stop-Work Order issued under this clause is canceled, Tyler shall resume work. The County will make an equitable adjustment in the Project Schedule, the Fee amount, or both, in accordance with this Agreement if: (i) the Stop-Work Order results in an increase in the time required for performance, or in Tyler's cost; and (ii) Tyler asserts a claim for an equitable adjustment with adequate documentation to support the claim within five (5) Business Days after the cancellation of the Stop-Work Order. If the Parties agree the facts justify the equitable adjustment of time and/or Fees, the County will process a Change Order in accordance with Section 27. Any claim for an equitable adjustment not asserted within the time periods herein will be deemed to have been waived by the Tyler.

10.3 Payment to Tyler for Services Rendered. If the County does not cancel the Stop Work Order, the County will pay Tyler for all Licensed Software delivered and Services performed by Tyler up through and including the date of the Stop Work Order.

10.4 Lost Profits. The County shall not be liable to Tyler for loss of profits because of a Stop-Work Order issued under this clause.

## **11. Term/Services Commencement Date.**

11.1 The term of this Agreement shall commence on the Effective Date and shall continue and be in full force and effect for a period of thirty-six (36) months, or completion of the Services as provided in the Agreement, whichever occurs first, unless terminated or extended in accordance with the provisions of this Agreement.

11.2 The County, at its sole option, may elect to extend the term for an additional twelve (12) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement, by giving written notice to Tyler of its election at least sixty (60) days prior to the expiration of the initial term.

11.3 The Services for the Analysis Period and Project shall be commenced by Tyler on the Notice to Proceed Date and each Phase shall be commenced upon approval of an Authorization Order, except as otherwise provided herein.

11.4 In the event of an expiration of the term of this Agreement prior to completion of the Services, the Parties shall comply with and be subject to the provisions of Sections 12.4, 12.5, and 12.7 in this Agreement.

11.5 Notwithstanding the expiration of the term, including extensions, as provided herein, any rights, benefits, or privileges granted to the County pursuant to this Agreement, including but not limited to term and perpetual licenses, warranties, indemnification, and claims or remedies, shall survive the expiration of the term and as further provided in Section 12.3 of this Agreement.

## **12. Termination.**

12.1 Tyler Default Provisions and Remedies of County.



12.1.1 Events of Default. Any of the following shall constitute a “Tyler Event of Default” hereunder: (i) Tyler fails to maintain the staffing levels as outlined in the Agreement, deliver the Deliverables, or perform the Services within the time specified in the Agreement; (ii) Tyler breaches Section 13 (Confidential Information); (iii) Tyler fails to perform or observe any of the other material provisions of this Agreement; or (iv) Tyler fails Licensed Software Components Testing as per Section 8 or fails to gain acceptance of a Deliverable per Section 9, and such failure results in an extension to the overall Project Schedule.

12.1.2 Cure Provisions. Upon the occurrence of a Tyler Event of Default as set out in Section 12.1.1 (i), (ii), or (iii), the County shall provide written notice of such Tyler Event of Default to Tyler (“Notice to Cure”), and Tyler shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Tyler Event of Default described in the written notice. The County shall not be required to provide Tyler with a Notice to Cure for a Tyler Event of Default set out in Section 12.1.1 (iv).

12.1.3 Termination for Cause by the County. In the event that Tyler fails to cure a Tyler Event of Default as authorized herein, or upon the occurrence of a Tyler Event of Default as specified in Section 12.1.1 (iv) herein, the County may terminate this Agreement in whole or in part, effective upon receipt by Tyler of written notice of termination pursuant to this provision.

## 12.2 County Default Provisions and Remedies of Tyler.

12.2.1 Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to perform its tasks outlined in the Agreement SOW; (ii) the County fails to make timely undisputed payments as described in this Agreement; (iii) the County breaches Section 13 (Confidential Information); or (iv) the County fails to perform any of the other material provisions of this Agreement.

12.2.2 Cure Provisions. Upon the occurrence of a County Event of Default as set out in Section 12.2.1 (i), (ii), (iii), or (iv), Tyler shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

12.2.3 Termination for Cause by Tyler. In the event the County fails to cure a County Event of Default as authorized herein, Tyler may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision.

12.3 Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 1; 3; 7; 11; 12; 13; 14; 16; 18; 20-24; 26; 28-31; 33; 34; and 35.

12.4 Party Obligations. If the Agreement is terminated as provided herein, the County may require Tyler to deliver to the County, as directed by the County, any: (i) completed Deliverables; (ii) partially completed Deliverables related to the terminated portion of this Agreement; and (iii) any plans, working papers, forms, Documentation formats necessary for

understanding the Deliverables. Upon direction of the County, Tyler shall also protect and preserve property in its possession in which the County has an interest. The County shall pay the Fees for Deliverables as provided in Section 12.5 herein. The County may withhold from these amounts any sum it determines to be necessary to protect the County against loss because of outstanding liens or claims of subcontractors.

12.5 Remedies. In the event of all or any partial termination of this Agreement as provided herein, Tyler shall be entitled to the unpaid compensation for Services actually rendered up to and including the applicable termination date of the Agreement: (i) on a time and materials basis at an hourly rate not to exceed the rate set forth in Exhibit B for hourly rate Services; (ii) the Fees due for Deliverables completed and accepted in accordance with the requirements of this Agreement; and (iii) a prorated amount as mutually agreed to by the Parties for partially completed Deliverables required to be delivered by Tyler in accordance with Section 12.4 herein. The County shall also return any sums held back as retainage from the compensation previously paid to Tyler within forty five (45) days of the Termination Date, unless the Parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, in which case the issue will be treated as a dispute under this Agreement subject to the remedies provided herein.

12.6 Rights. Upon termination, in addition to the Remedies described herein, either party may pursue such remedies at law or in equity as may be available to it as limited or defined in this Agreement.

12.7 Disengagement. In connection with any expiration or termination of this Agreement, for reasons other than a County Event of Default for failure to make timely undisputed payments as provided in Section 12.2.1 (ii) of this Agreement, or of the provision of any of the Services provided hereunder, Tyler shall use reasonable efforts to accomplish a complete and timely transition from Tyler to the County, or to any replacement providers (the "RP"), of the Services being terminated (a "Disengagement"), without material impact on the Services or any other Services provided by third parties. Tyler shall cooperate with the County and the RP and otherwise take all steps reasonably required to assist the County in effecting a complete and timely Disengagement. Tyler shall provide the County and the RP with reasonable information regarding the Services or as is otherwise needed for Disengagement, subject to RP agreeing to maintain the confidentiality of Tyler Confidential Information pursuant to Tyler's standard confidentiality agreement. Tyler shall provide for the prompt and orderly conclusion of all work, as the County may direct, including completion or partial completion of projects, Documentation of work in process, and other measures to assure an orderly transition to the County or the County's RP. In the event of any expiration or termination of this Agreement for reasons other than a breach or default by Tyler, Tyler shall provide the Disengagement Services set forth herein on a time and materials basis, at an hourly rate not to exceed the applicable rates set forth in Exhibit B. Tyler shall provide any additional Disengagement Services as County reasonably requests for a period of up to one (1) year, on a time and materials basis, at an hourly rate not to exceed the rate set forth in Exhibit B, per hour for each Tyler Personnel member that is reasonably required to perform such Disengagement Services as requested by County.

### **13. Confidential Information.**

13.1 County Confidential Information. Tyler shall not disclose to any third party County Confidential Information that Tyler, through its Tyler Personnel, has access to or has

received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County's Project Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Tyler's Personnel. Tyler agrees to sign the County's Non-Disclosure Agreement prior to commencing any work and agrees to be responsible for any breach by any Tyler Personnel.

13.2 Tyler Confidential Information. All Tyler Confidential Information received by the County from Tyler will be held in trust and confidence from the date of disclosure by Tyler and discussions involving such Tyler Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges that disclosure of source codes related to or software comprising Tyler's Confidential Information to any third parties not involved in completion of the Project will result in irreparable harm to Tyler for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first notifying and receiving written consent of Tyler, except as otherwise provided by law. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Tyler in the Tyler Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Tyler Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Tyler shall be solely responsible for taking any and all action it deems necessary to protect its Tyler Confidential Information except as provided herein. Tyler acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under and requirements of said laws. To the extent the County employs information technology contractors, subcontractors, or other third parties to assist in the Project, the County shall obtain from such third parties an executed Tyler Confidentiality Agreement prior to such parties being permitted access to Tyler Confidential Information. Nothing in this Section shall be deemed to restrict, limit or otherwise prevent the full deployment and use by the County of the public access module of the System to members of the general public or the County's criminal justice business partners.

**14. Covenant Not To Hire.**

For a period of one (1) year following expiration of the term of this Agreement, neither party shall directly solicit employment (but employees of one party may reply to generally circulated job postings of the other party) of the other party's employees who are directly involved in the performance of this Agreement.

**15. Insurance.**

15.1. Prior to issuance of the Analysis Period Notice to Proceed, Tyler shall procure and maintain in effect during the term of this Agreement the following insurance coverages with an insurance company or companies authorized to do business in the State of Florida and approved by the County:



(a) Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of Florida with liability limits of One Hundred Thousand Dollars (\$100,000.00) per accident.

(b) Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage including death of not less than Five Hundred Thousand Dollars (\$500,000.00), each occurrence, property damage of not less than One Hundred Thousand Dollars (\$100,000.00) each occurrence. The County requires coverage for both "ongoing operations" and "products-completed operations hazard."

(c) Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage shall include all automobiles utilized by Tyler in connection with its performance of the Services hereunder.

(d) Errors and Omissions including coverage for professional malpractice, in the amount of Three Million Dollars (\$3,000,000.00). The policy shall provide for coverage of all claims occurring during the term of the policy and three (3) years beyond completion and acceptance of the Project with proof of "tail coverage" to be submitted with the invoice for final payment.

(e) One Million Dollars (\$1,000,000.00) combined single limits, personal injury and/or bodily injury, including death and property damage liability insurance as an excess of the primary coverage required above.

(f) All certificates of insurance and endorsements must be in a form acceptable to and approved by the County's Risk Management Department and the County shall be endorsed to the required policy or policies as an additional insured.

(g) All subcontractors or persons hired by subcontractors shall maintain the same level of insurance coverage as Tyler.

(h) Prior to commencing work on the Project and execution of the Agreement, Tyler shall provide County with a Certificate of Insurance naming County as an Additional Insured. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to County. Upon request the policy declaration page will be provided to the County.

(i) Tyler hereby waives subrogation rights for loss or damage against the County.

15.2. Thirty (30) days prior written notice shall be given to the County in the event of any material change in or cancellation of the policy. Tyler shall also notify the County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Tyler from its insurer.

15.3. Tyler shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons that may be in

any way related to the Services being provided hereunder or for which a claim might be made against the County. Tyler shall promptly report to the County all such claims that Tyler has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement shall be made by Tyler without the prior written approval of the County.

## **16. Indemnity.**

16.1 Indemnification. Tyler shall, in addition to any other obligation to indemnify the County, protect, defend, indemnify and hold harmless the County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of Tyler, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Tyler in the performance of the work; or liens, claims or actions made by Tyler or any subcontractor or other party performing the Services; provided, however, that Tyler shall not be liable herein to indemnify the County against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the sole actions, negligent or otherwise, of the County, its agents, contractors, subcontractors, or employees.

### 16.2 Infringement.

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

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense,

select and provide one of the following remedies, which selection shall be in Tyler's sole discretion:

- (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or
- (ii) promptly modify the Licensed Software to make it non-infringing; or
- (iii) promptly procure the right of the County to use the Licensed Software as intended as provided in this Agreement.

16.3 Third-Party Services. Tyler shall indemnify and defend, at its expense, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable legal costs, based on allegations, of non-payment, from Tyler's subcontractors arising out of or related to Services performed or products provided by them hereunder.

16.4 Technology. Tyler shall indemnify, defend, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable legal costs, arising out of Tyler's failure to observe and follow any written requirements or specifications issued by manufacturers, vendors, or lessors of equipment, software, and other products furnished by County for use by Tyler under this Agreement; provided however that: (i) County shall be responsible for obtaining any consents required or necessary for Tyler to use such equipment, software or other products provided by County; and (ii) unless such requirements or specifications are already in Tyler's possession, County shall provide Tyler with written copies thereof.

## 17. Warranties.

17.1 Third-Party Agreements Warranty. Tyler represents and warrants that Tyler's Agreement to perform the Services pursuant to this Agreement does not violate any Agreement or obligation between Tyler and a third party.

17.2 Third-Party Intellectual Property Rights Warranty. Tyler represents and warrants that the Licensed Software delivered to the County does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

17.3 Professional Services Warranty. The Services provided by Tyler shall be performed in a professional manner and shall be of a high grade, nature, and quality consistent with industry best practices and standards.

17.4 Performance Warranty. Tyler represents and warrants that the Services and all Deliverables furnished hereunder by Tyler will: (i) meet the requirements and acceptance or completion criteria as set forth in the Agreement, including the Exhibits, and any Change Order(s); (ii) comply in all material respects with the Documentation and Specifications; (iii) be free from all material Defects; and (iv) with respect to any modifications, customizations or changes made to the System by Tyler as part of the Services, perform in accordance with the technical, functional or other requirements set forth in, or as otherwise delivered in accordance with the Agreement, Exhibits, Deliverables, and any Change Order(s). The Parties acknowledge that, under the provisions of this Warranty (Section 17), in the event that the implementation of



one Licensed Software Component causes Defects in another Software Component(s), Tyler shall be obligated to remedy the Defects in one or all Licensed Software Component(s), as the case may be. Tyler represents and warrants that all Licensed Software, programs, customizations and all components thereof: (i) shall function properly and in accordance with the Agreement, and Gap Fit Analysis as defined in the SOW and the requirements set forth in Attachment 2 of the SOW, separately and as a fully integrated system; and (ii) when operated together shall not cause any material delays, Defects, or problems with the System. Tyler further warrants that the Licensed Software functionality that is identified in the SOW shall be delivered to the County by Tyler as base-line software, without modifications to the source code, bolt-on programs, or extensive work-arounds, unless previously authorized, in writing, by the County. In addition, Tyler warrants that the modifications to the Licensed Software performed by Tyler hereunder will not detract from or otherwise interfere with the full functionality of the System as described in the SOW hereto, except as may be otherwise contemplated in such SOW.

17.5 Phase Warranty. Tyler warrants Phases 1 and 2 from each Phase Go-Live for a period of forty five (45) calendar days in accordance with the requirements of Section 17.4 of the Agreement.

17.6 System Warranty. Tyler warrants the System for a period of ninety (90) calendar days from Phase 3 Go-Live in accordance with Section 17.4 of the Agreement.

## **18. Limitation on Liability.**

18.1 Notwithstanding anything in this Agreement to the contrary, Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the System caused, directly or indirectly, by County modifications to the System, that are implemented without the prior written consent of Tyler, provided that such modifications extend beyond the design specifications, configuration parameters, or intended use of the system.

18.2 The liability of Tyler to the County for damages arising out of or in connection with this Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to a sum up to twice the Fees as set out in Section 6 of this Agreement. The foregoing limitation does not apply to Tyler's indemnification obligations described in Section 16 herein.

18.3 In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in Section 16 of this Agreement.

## **19. Assignment and Subcontractors.**

19.1 Assignment. Tyler shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County.

19.2 Subcontractors. Tyler shall not subcontract the Services to be provided by it under this Agreement, and no subcontracting of the Services to be provided under this

Agreement or any right or interest therein by Tyler shall be effective, without the prior written consent by the County of such subcontract, which consent will not be unreasonably withheld. In the event of any subcontract, including with Software Vendor, Tyler shall remain primarily liable for all of its obligations under this Agreement. Any subcontractors shall be fully subject to the provisions of Section 3 of this Agreement.

**20. Force Majeure.**

Notwithstanding anything herein to the contrary, the Parties hereto shall not be deemed in default with respect to the performance of any, or in compliance with, the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the Parties.

**21. Waiver.**

No waiver by either party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**22. Severability.**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Governing Law and Venue.**

This Agreement is made pursuant to, and shall be, resolved in, governed by and construed in accordance with the laws of the State of Florida. Jurisdiction and venue shall be exclusively found in a court of competent jurisdiction located in Pinellas County, Florida.

**24. Exhibits, Amendments and Attachments.**

The following documents are incorporated by reference into this Agreement:

- Exhibit A – Justice CCMS Statement of Work
- Exhibit B – Deliverables and Payment Schedule
- Exhibit C – Justice CCMS Project Schedule
- Exhibit D – Functional Requirements
- Exhibit E – Justice CCMS Required Interfaces and Extracts
- Exhibit F – Maintenance and Support Agreement
- Exhibit G – Defect Escalation Procedures
- Exhibit H – Hardware and Operating Requirements

- Exhibit I – Escrow Agreement
- Exhibit J – Key Personnel
- Exhibit K – Pinellas County’s Non-Disclosure Agreement

**25. Compliance with Laws.**

Tyler shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers’ Compensation, occupational safety and health and the environment.

**26. County’s Funding.**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Tyler in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal period without penalty to the County. In the event the County terminates this Agreement pursuant to this provision, all revocable licenses granted herein shall terminate, and the Parties shall comply with and shall be subject to the provisions of Sections 12.4, 12.5 and 12.7 in this Agreement.

**27. Change Orders.**

If the County requires the performance of Services (other than Additional Services) that are not then being performed, or if either party requests a change to the existing Services, the Project Manager of the party requesting or proposing the change in the Services shall deliver to the other party’s Project Manager a Change Order specifying the proposed work with sufficient detail to enable the party to evaluate it. Tyler shall provide the County with an evaluation of the Change Order containing the following: (i) a detailed description of the Tyler Personnel required to perform the requested Services; (ii) specifications (if applicable); (iii) implementation plans, with implementation to commence not later than thirty (30) days after approval thereof, unless otherwise mutually agreed by the Project Managers; (iv) the timeframe for performance; (v) acceptance criteria; and (vi) the estimated price for such performance based on the applicable charges set forth in this Agreement. If the Change Order request is initiated by the County, this evaluation shall be provided within five (5) Business Days of receipt of the proposed Change Order from the County, unless otherwise mutually agreed by the Project Managers. All Change Orders shall be governed by the terms and conditions of this Agreement, including either the hourly rates for consulting Services, or fixed fees, as directed by the County, and warranties, unless mutually agreed otherwise. Within a reasonable timeframe specified by Tyler, which timeframe shall not be less than ten (10) Business Days from the Project Manager’s receipt of the Change Order with the evaluation required herein (the “Response Period”), the County shall notify Tyler in writing if the County elects to proceed with the Change Order (the “Proceed



Order”). If, within the Response Period, the County gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the Change Order shall be deemed withdrawn and Tyler shall take no further action with respect to it. Tyler shall promptly commence performing the Services described in the Change Order upon the County’s approval of the applicable Change Order and such Change Order being executed by an authorized representative of the Parties, which shall be the County Administrator or designee for any Change Orders decreasing Fees or increasing Fees not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, amending the SOW, Project Plan or Documentation without any change to the Fees or Project Schedule as revised in Exhibit A, Task 2, or increases the expected completion of a Project Milestone, as identified in Exhibit B by not more than sixty (60) days, and which shall be the Board of County Commissioners for all other Change Orders. A Change Order shall not become binding upon the County, and the County shall not be obligated to pay Tyler for any Services performed pursuant to a Proceed Order, unless and until the Change Order related to such Proceed Order is approved by the County as provided herein.

**28. Notices.**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either party by giving written notice to the other party:

For County:

Pinellas County Purchasing Department  
Attn: Purchasing Director  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
[jlauro@pinellascounty.org](mailto:jlauro@pinellascounty.org)

For Tyler:

Tyler Technologies, Inc.  
Attn: Chief Operating Officer  
6500 International Pkwy, Suite 2000  
Plano, Texas 75093  
[bret.dixon@tylertech.com](mailto:bret.dixon@tylertech.com)

**29. Agreement Order of Preference.**

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of preference:

- (a) The Agreement;
- (b) Exhibit A SOW; and
- (c) Remaining Exhibits to this Agreement

**30. Drafting.**

The County and Tyler negotiated this Agreement (including the exhibits annexed hereto) at arm's length. The County and Tyler jointly prepared this Agreement, and its provisions shall be construed on parity between all parties. As such, no rule of construction shall apply which construes the language of this Agreement more favorably for, or more strictly against, any party by reason of the preparation of this Agreement. All captions and headings appearing are for

convenience only and shall not be considered in construing or giving effect to the provisions hereof.

**31. Source Code Escrow.**

31.1 Escrow Assignments. Tyler has entered into an Escrow Agreement with Escrow Agent, pursuant to which Tyler has deposited the Licensed Software source code. Tyler shall within thirty (30) days following payment of the License Fee as defined in Section 6.1.1 provided herein, add the County as a beneficiary under its Escrow Agreement. As provided herein, Tyler shall deposit with the Escrow Agent the following: one copy each of: (a) the commented source code to all Licensed Software furnished in accordance with the Agreement; and (b) technical documentation, and such other materials pertaining to the Licensed Software as the County would reasonably require in order to configure, install, modify and support the Licensed Software in the event that the County will become entitled to do so under the source code escrow agreement attached hereto as Exhibit I (“Escrow Agreement”).

31.2 Updates and Verification. Tyler shall update the escrow deposit upon any major release of any new version of the Licensed Software, but at least on an annual basis. Tyler shall provide the County with thirty (30) calendar days notice prior to updating the escrow deposit. The County shall have the right, at the County's expense, to be present to verify the creation and viability of the escrowed materials.

31.3 Fees. The fees of the escrow agreement shall be paid by Tyler provided that the County maintains a current and fully paid Maintenance and Support Agreement with Tyler, otherwise the fees for maintaining the escrow agreement shall become the sole responsibility of the County.

31.4 License for Use of Escrowed Material. The materials deposited in escrow may be released to the County according to the terms of the Escrow Agreement. Upon such release, the County is hereby granted the right and license to make use of such material, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform, for its own benefit, such maintenance, support, modification and Enhancement of the Licensed Software as Tyler was obligated but failed to provide under this Agreement, the Maintenance and Support Agreement, or any other agreement between Tyler and the County, which shall include but not be limited to failure to meet the scope and timing of all legislative, Florida Supreme Court, and federal mandates.

**32. Time is of the Essence.**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a party's grace period allowed in the Agreement.

**33. Non-Binding Mediation.**

Prior to terminating the Agreement as a result of a Tyler or County Event of Default as defined in Section 12 of this Agreement, the parties agree to submit the dispute to non-binding mediation to attempt in good faith to resolve the Event of Default giving rise to the termination

of the Agreement. The non-binding mediation will take place in Pinellas County, Florida, or pursuant to agreement of the parties, may take place by telephone, video conference or other online technology, utilizing a mediator selected by mutual agreement of the parties. The parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a resolution or settlement on any party but only to discuss and suggest options for resolution. If the parties do not reach a mutually agreeable resolution within thirty (30) days after initiation of mediation, they may pursue such remedies as are available pursuant to this Agreement and applicable Florida law.

**34. Customer Pricing Commitments.**

(a) County shall pay Tyler the annual Maintenance and Support Fee as set forth on and in accordance with the timetables of Exhibit F (the "Maintenance and Support Agreement"). Maintenance and Support Fee shall commence as provided in this Agreement, and for a period of two County fiscal years after the County fiscal year in which the System Warranty is completed, there shall be no increase in the Annual Maintenance and Support Fee. Thereafter, any increase in the Annual Maintenance and Support Fee 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.

(b) From time to time, Tyler may offer certain new products and services including, without limitation, optional features, modules, or other functionality enhancements (collectively, "Optional Products") to its clients. Provided that the County maintains an active Maintenance and Support Agreement, County shall be entitled to acquire such Optional Products at a price and under terms and conditions substantially similar to those that Tyler has provided to its other new or existing clients similar in size (based upon population) to County.

**35. Migration Provision.** If Tyler is acquired by, merges with, enters into a joint venture with, or is otherwise controlled by another individual or entity (collectively referred to as a "Successor Event"), and subsequent to the Successor Event, the Licensed Software is not maintained and supported (for a period of five (5) years from the date of the Successor Event) to at least the same level that Tyler supported the Licensed Software prior to the Successor Event, County, at its sole option, may elect to return the Licensed Software and transfer, without cost or penalty, to another product similar in price, functionality and features within Tyler's assignee's or successor's product offering ("Replacement Product"). Without limiting the generality of the foregoing, such assignee's or successor's failure to support the Licensed Software may be because, for example, Tyler's assignee or successor chooses to support other product with similar functions, or Tyler's assignee or successor chooses to sunset the products. In addition, the following terms and conditions shall apply if the County elects to transfer to a Replacement Product:

(a) County shall not pay any additional license fees for the Replacement Product;

(b) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance



and support fee for the same term, the credit balance will be applied to future maintenance and support fees;

(c) Any and all updates, releases, third party integration products, or other software offered separately, and needed to match the original Licensed Software level of functionality, shall be supplied by Tyler's assignee or successor without additional cost or penalty, and shall not affect the calculation of any maintenance and support fees;

(d) Tyler shall provide all integration, implementation, migration, and/or training services at no cost to County (including, but not limited to, the costs associated with migrating/converting any data from Licensed Software to the Replacement Product);

(e) All surviving terms and conditions of this Agreement shall remain in full force and effect with no additional fees or costs imposed on County (including, but not limited to, license fees, implementation costs, third party licensing fees, third party integration costs, and/or consulting costs); and

(f) The definition of Licensed Software under this Agreement shall then mean the Replacement Product.

**36. Entire Agreement/No Modification.**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the Parties.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

**PINELLAS COUNTY, FLORIDA**  
by and through its Board of County Commissioners

**TYLER TECHNOLOGIES, INC.,**  
a Delaware Corporation

By: Karen Williams Seel  
Chairman

By: Bruce Graham  
Name: BRUCE GRAHAM  
Title: PRESIDENT, TYLER COURTS OF JUSTICE

ATTEST:  
CLERK

ATTEST:

By: [Signature]  
Deputy Clerk

By: [Signature]  
Name: JEFF PUCKETT  
Title: VICE PRESIDENT OF SALES

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]  
Chief Assistant County Attorney