

This agreement ("Agreement") is made this 27 day of March 2012 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and Tom Green County, TX, with offices at 124 West Beauregard, San Angelo, Texas 76903 ("Client").

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
- (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.

2. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. Additional Services.

a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. In the event Client uses the Tyler Software Products on a Windows platform, Client will maintain a modem connection through PC-Anywhere. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products.

a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third

Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products (“Developer”).

c) Third Party Software Maintenance.

- i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.
- ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.
- iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(13). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. “Force Majeure” is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or

exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

7. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

8. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

a) At the time of the disclosure is in the public domain;

b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;

c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;

d) A party receives from a third party who has a right to disclose it to that party; or

e) Is subject to of the Texas Public Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that the receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

9. Shipping. Delivery shall be F.O.B. shipping point.

10. Payment Terms.

a) Tyler shall invoice Client \$15,525.00 upon the Effective Date. Such amount equals 25% of the license fees for

the Tyler Software Products.

- b) Tyler shall invoice Client \$37,260.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- c) Tyler shall invoice Client the Hardware fees of \$19,339.00 upon delivery of such Hardware.
- d) Tyler shall invoice Client \$9,315.00 upon the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- e) Tyler shall invoice Client fees for services in the amount of \$42,900.00, plus expenses, if and as provided/incurred.
- f) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- g) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- h) Payment is due within thirty (30) days of the invoice date.
- i) Tyler shall invoice Client \$5,515.00 upon the installation of Annual Disaster Recovery Services. Subsequent annual Maintenance fees will be due on the anniversary of such date.
- j) Tyler shall invoice Client \$7,905.00 upon the completion of Annual Web Hosting Services. Subsequent annual Maintenance fees will be due on the anniversary of such date.
- k) Tyler shall invoice Client \$600 upon installation of Annual Support Connectivity. Subsequent annual Maintenance fees will be due on the anniversary of such date.
- l) Tyler shall invoice Client \$2,760.00.00 upon the installation of Annual Database Support. Subsequent annual Maintenance fees will be due on the anniversary of such date.
- m) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees will be due on the anniversary of such date.

11. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Notices.

- a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - i) Actually received,
 - ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - iii) Upon receipt by sender of proof of email delivery, or
 - iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
- b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tom Green County, TX
124 West Beauregard
San Angelo, Texas 76903
Elizabeth McGill

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Attention: Albert Mendoza
TSM – Wes Milam

14. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tom Green County, TX

Tyler Technologies, Inc.

By: 

By: 

Name: Michael D. Brown

Name: S. Brett Cat

Title: County Judge

Title: President, LAD

Date: 3-27-12

Date: 3/28/12

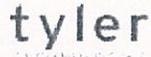


Exhibit 1

Customer Name:
Contact:
Date:
Salesman:

Tom Green County
Elizabeth McGill
November 11, 2011
Wes Milam

Investment Summary

Prepared for:	Tom Green County	Contract ID #:	2011-0218
Contact Person:	Elizabeth McGill	Issue Date:	11/11/11
Address:	124 West Beauregard San Angelo, TX 76903	Salesman:	W. Milam
Phone:	(325) 659-6553	Tax Exempt:	Yes/No
Fax:	(325) 659-3251		
Email:	elizabeth.mcgill@co.tom-green.tx.us		

Product Service & Equipment	On Signature	On Delivery	As Verified	As Progress Occurs	Totals	Maintenance
Total Hardware and System Software		19,339.00			19,339.00	
Total Applications Software						
License Fees	17,250.00	41,400.00	10,350.00		69,000.00	16,800.00
Less Preferred Customer Discount (NJPA #013006)	(1,725.00)	(4,140.00)	(1,035.00)		(6,900.00)	
Total Professional Services				42,900.00	42,900.00	
Annual Support Connectivity						600.00
Annual Database Support						2,760.00
Annual Disaster Recovery Services						5,515.00
Annual Web Hosting Services						7,905.00
Totals	15,525.00	56,599.00	9,315.00	42,900.00	124,339.00	33,580.00

Please Note: Travel expenses will be billed as incurred.



Exhibit 1

Customer Name:
Contact:
Date:
Salesman:

Tom Green County
Elizabeth McGill
November 11, 2011
Wes Milam

Investment Summary

Prepared for:	Tom Green County	Contract ID #:	2011-0218
Contact Person:	Elizabeth McGill	Issue Date:	11/11/11
Address:	124 West Beauregard San Angelo, TX 76903	Salesman:	W. Milam
Phone:	(325) 659-6553	Tax Exempt:	Yes/No
Fax:	(325) 659-3251		
Email:	elizabeth.mcgill@co.tom-green.tx.us		

Product Service & Equipment	On Signature	On Delivery	As Verified	As Progress Occurs	Totals	Maintenance
Total Hardware and System Software		19,339.00			19,339.00	
Total Applications Software						
License Fees	17,250.00	41,400.00	10,350.00		69,000.00	16,800.00
Less Preferred Customer Discount (NJPA #013006)	(1,725.00)	(4,140.00)	(1,035.00)		(6,900.00)	
Total Professional Services				42,900.00	42,900.00	
Annual Support Connectivity						600.00
Annual Database Support						2,760.00
Annual Disaster Recovery Services						5,515.00
Annual Web Hosting Services						7,905.00
Totals	15,525.00	56,599.00	9,315.00	42,900.00	124,339.00	33,580.00

Please Note: Travel expenses will be billed as incurred.

Eagle Recorder / Eagle Clerk

Technology

License Fees - Software	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Base License Fee (per installation of the master application)	1	27,500	27,500	5,500
Full Use Licenses Full Use (Seat) Licenses	10	3,250	32,500	6,500
Public View Licenses Public View (Seat) Licenses	8	500	4,000	800
Forms Printing (per installation of the master application) 3 Number of Forms Included. Additional costs for additional form setup. Duplex printer required for any duplex forms.	1	Included	Included	Included
Public Printing (per installation of the master application)	1	5,000	5,000	1,000
Totals for Eagle Software and Support			69,000	13,800

Totals for Eagle Software	\$69,000
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Services	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Analysis, Design & Site Prep	1		2,800	
Conversion Services	1		4,000	
Data Upload	1		2,500	
Image Upload	1		2,500	
Testing & User Acceptance	1		3,360	
Project Management	1		4,200	
Installation of Software and Hardware	1		3,360	
Training Services	1		5,040	
On-site Training	1		5,040	
Go-Live Services	1		5,040	

Service Totals for Eagle Recorder / Eagle Clerk Module:	\$35,340
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Hardware	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Database Server	1	11,575	11,575	
PCs, Scanners and Monitors	15	7,385	7,385	
Other Miscellaneous Hardware	1		379	

Total for Hardware:	\$19,339
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Total of all License, Services, and Hardware

Sub-Total for Eagle Software Modules:	\$123,679
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NJPA Credit	(56,900)
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Total for Eagle Software Modules:	\$116,779
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Annual Support

Annual Software Support for Eagle Software Modules:	\$13,800
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Annual Database Support

Support includes ongoing database monitoring, support and maintenance. Database is monitored on a daily basis via software notification processes. Database support includes all services to restore database or move database to a new Tyler approved hardware platform via remote services. Should on-site services be required, only travel and per diem expenses are charged. Database support requires Support Connectivity via Option 1 or Option 2. Please refer to the Database Support Information tab if you will be providing your own database support.

Annual Hardware Support for Database and Servers:	\$2,760
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Annual Support Connectivity

There are three options for support connectivity. You must select one option. Tyler's preferred connectivity option is Option 1 and is selected by default until you specifically request another option.

Option 1: CheckPoint Connectivity hardware and software. Annual support cost. Required for Web Hosting or Disaster Recovery.	\$600
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Additional

Software, Services, Hardware & Support for Eagle Quickdocs	QTY	Price Per Unit	License Fee	ANNUAL Maint. Fees
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Quickdocs				
Integrated Electronic Document Recording Capability *Included if purchased by 3/30/2012 (normally \$10,000)	1	N/A*	N/A*	3,000
Quickdocs Services				
Installation and Implementation - Assumes Quickdocs Training and Implementation occur in conjunction with Eagle Recorder / Eagle Clerk Training and Implementation.	1	7,560	7,560	

Total for Eagle Quickdocs Module:			\$7,560	3,000
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Preservation

Disaster Recovery Services	Total Annual Cost
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Disaster Recovery Services	
Daily duplication of data and images for the purpose of Disaster Recovery. Includes Emergency ASP Service. Actual cost of service is dependent upon the amount of images and data being copied and the level of Disaster Recovery Service chosen.	\$5,515

Web Hosting Services	Total Annual Cost
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Web Hosting Services	
Public Access Web Hosting Option is available. This option will be provided at a Public Access Portal hosted off-site at Tyler's Denver Data Center. Web Hosting includes all functions of EagleWeb, including eCommerce and eMarriage. If Web Hosted, eMarriage will be installed locally. County retains 100% of revenues collected via eCommerce Sales less any 3rd Party fees for Credit Card Processing.	\$7,905

SERVICES			
DESCRIPTION OF SERVICES	Total Estimated Service Costs	Total Estimated Hours	Estimated Days On-Site
<p>1. <u>Analysis, Design & Site Preparation</u> Includes estimated professional services required for specific client requirements. Includes a Client Survey (remote or on-site). Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client-specific presentations, fees and forms. .</p>	2,800	20	1
<p>2. <u>Conversion Services</u> <u>Data Upload</u> This line item anticipates a complete data upload. Tyler will supply the County with the exact file layout format required for uploading the data. The County will supply all data in a fixed ASCII text file on CD or other media mutually agreed upon in the exact file layout format as specified. If supplied in this format, the minimal upload fee listed in the item will apply. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness.</p>	4,000	n/a	n/a
<p><u>Image Upload</u> This line item anticipates a complete image upload. Tyler will supply the County with the exact image file layout format required for uploading the images. The County will supply all images on CD or other media mutually agreed upon in the exact image layout format as specified. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide image count information (images in, images out; etc.). County will be responsible for reviewing the uploaded images for accuracy and completeness.</p>	2,500	n/a	n/a
<p>3. <u>Staging of Software</u> Includes estimated professional services for all staging of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases and hardware quoted.</p>	5,040	36	0
<p>4. <u>Testing and User Acceptance</u> Includes estimated professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products).</p>	3,360	24	0
<p>6. <u>Project Management</u> Includes estimated professional services required for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.</p>	4,200	30	0
<p>7. <u>Installation</u> Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.</p>	3,360	24	2
<p>8. <u>Training Services</u> <u>Training and Implementation</u> Includes estimated professional services for training and implementation required for a successful implementation of the project.</p>	5,040	36	5
<p>9. <u>Go-Live Services</u> Includes estimated professional services for Go-Live implementation and transition.</p>	5,040	36	5
<p><u>Pricing Note</u> Service hours have been calculated, based on a typical installation for a county of this size. Service hours assume that the County is able to meet their obligations regarding staff availability for all scheduled training, hardware delivery dates (if ordering their own hardware), etc. These are services that are either performed at Tyler's production offices or via conference call or WebEx sessions. Typically, these services do not include any on-site services.</p>			
<p><u>Travel and On-Site Services Expense Pricing Note</u> Travel and on-site services expenses ARE NOT included in this quote. If on-site services are required, travel expenses would include meal Per Diem; airfare, hotel, car rental, mileage, parking expenses and other miscellaneous travel expenses. All airfare is booked a minimum of two weeks in advance. Should a schedule change necessitate rescheduling / rebooking a flight, the rebooking fee, plus any additional airfare charges, are billable.</p>			
Professional Services Total	\$35,340		

NETWORK HARDWARE AND SOFTWARE

ITEM	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Database/Image Server for EagleRecorder Dell T-610 Intel Xeon x5680, 3.33Ghz 12M Cache, Turbo, HT, 1333MHz 32 GB 1333MHz Memory 2 - 146 GB 15K RPM Hot swap SAS HDD (RAID1 - 146GB Usable capacity) 4 - 600 GB 15K RPM Hot swap SAS HDD (RAID10 - 1.2TB Usable Capacity) PERC 6i Raid controller Gigabit Ethernet Redundant High Output 870w Power Supplies LTO-5 Internal Tape Drive w/SCSI Controller w/10 Tapes Backup Exec 2010 Win BS Per Svr Essen 12 mos (IM CD8596) Keyboard/Mouse 3 year BASIC - NBD onsite warranty Windows 2008 Server Standard R2 x64 w/ 5 CALS	11,575	11,575
2	4	Staff Workstations Dell OptiPlex 780 Mini Tower (dual monitor support) Intel Core i5 2500 Processor 3.3GHz 6M 4 GB DDR3 SDRAM 1333mhz 512MB AMD Radeon HD 6350 2 - VGA output for dual monitors 320GB 7,200 RPM 3.5" SATA 6.0Gb/s HDD w/NCQ and 8mb Cache 16x DVD+/-RW SATA w/ Roxio Creater Cyberlink Power DVD Keyboard/Mouse Windows 7 Professional 3 year NBD onsite warranty	845	3,380
	4	Dell E Series E2311H 23" Wide Monitor w/New System (VGA /DVI)	155	620
3	2	Fujitsu FI-6130 Color Scanner - Q53822 40 page per minute, 600 DPI, Duplex Ready 50 sheet Automatic Document Feeder Maximum Document Size 8.5" x 14" (legal)	1,115	2,230
4	1	Rackmount Chasis w/ Ready Rails - converts to 5u rackmount	215	215
5	4	Monitors Dell P Series 23" P2311H Mon w/New System (VGA/DVI) Portrait/Landscape viewing	235	940
6		Cabling & Network Services quoted do not include any network cabling or network infrastructure work. Tyler will provide patch cables from the workstations and server (if supplying the hardware) to the networked cable connection.		
7		Hardware Pricing Note All Hardware Pricing is subject to change. Final hardware availability and pricing is based on those prices currently available to Tyler from its vendors at time of order. Please note: All Hardware Returns are subject to a minimum 25% restocking charge.		

NETWORK HARDWARE AND SOFTWARE

8	Shipping and Insurance Shipping and Insurance may have been estimated. Shipping and insurance costs are in addition to the cost of the equipment and will be billed to the customer at a later date.	379
9	Pricing Subject to Change All Hardware, Software and Services pricing quoted herein is valid for 60 days from the date of the Quote.	
10	Consumables Consumables/supplies such as backup tapes, CDs, label stock, receipt roll stock, copier stock, ink, and ribbons are not included in the price of the equipment unless otherwise indicated. When selected for this project, Tyler staff will work with the County to define the consumables required.	
11	Internet Connectivity for Remote Support and Updates TYLER requires a high-speed Internet connection, 512 Kb/S or faster, for System support. COUNTY shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. TYLER requires access to all TCP/IP ports on any systems that host the TYLER application infrastructure. NOTE: Failure by COUNTY to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees in subsequent renewal periods or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of the Agreement, at TYLER's discretion.	
12	Image Storage Image Storage requirements have been estimated (Database/Image Server).	
Total Network Hardware and Software		19,339