



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Tom Green County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

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

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

Table with 4 columns: DESCRIPTION OF SERVICES, HOURS, RATE/HR, T&M AMOUNT. Includes rows for Project Management, DBA, and a TOTAL CONTRACT AMOUNT of \$4,200.00.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: [Signature]

By: [Signature]

Name: JEFF LUCKETT

Name: Stephen C. Floyd

Title: PRESIDENT, CEO

Title: County Judge

Date: 4/11/16

Date: March 29, 2016

**Professional Services Agreement  
Terms and Conditions**

1. **Services.** The services set forth in Schedule 1 shall be utilized to:
- a) Tyler will provide Kofie with a list of existing cases in Odyssey with basic information from Customer's product on database.
  - b) Kofie will provide the CaseID and image path in a spreadsheet
  - c) Tyler will bring data from spreadsheet into a SQL database
  - d) Tyler will write a script to match the text files to Odyssey cases and output exceptions if cases do not match
  - e) Tyler will write a script to create CaseEvent records for each case
  - f) Tyler will write a script to output image data to the Operations database including ParentLink records to the newly created images
  - g) Tyler will push the data into the Customer's test database.
  - h) Kofie will work directly with Customer to test the data on the Customer's test database.
  - i) Tyler will push the final data into the Customer's production database.
  - j) Images related to cases that do not currently exist in Odyssey Production will not be imported by Tyler

2. **Compensation.** Tyler shall perform its Consulting and Project Management services hereunder on a time and materials basis at the rates specified in Schedule 1. Tyler shall invoice Kofie for time and materials charges on a monthly basis, which invoice shall be due and payable within thirty (30) days.

3. **Termination.** Kofie may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that Kofie must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if Kofie fails to pay any invoice when due or if Kofie breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. **Confidentiality.** All documents and other materials exchanged or produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of the confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information of Customer and that disclosure of such information could violate rights to private individuals and entities. Both parties understand and agree that Tyler may have a duty pursuant to its contract with Customer to protect confidential information belonging to Customer and Kofie further acknowledges sufficient consideration exists for its covenant to keep such information confidential for the protection of Tyler and Kofie.

Kofie shall ensure that any confidential information of Customer shall be used only for the purposes of providing the contemplated services hereunder. Kofie shall provide access to such information only to bona fide employees who require such information for performance of the Services.

5. **Warranty.** Tyler warrants that it shall perform services in a professional, workman-like manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Kofie.

6. **Ownership of Data.** All of the work product, including, but not limited to, documents, materials, files, reports, images, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which Kofie prepares pursuant to this Agreement are the sole property of Tyler and/or Customer. Kofie shall reasonably cooperate and execute any transfer of ownership documents subject to any restrictions, as appropriate, for Kofie proprietary and confidential information.

6. **Limitation of Liability.**

THE LIABILITY OF EITHER PARTY 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 TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY, (B) DAMAGES OCCASIONED BY VIOLATION OF LAW; or (C) DAMAGES RESULTING FROM BREACH OF SECTION 4 (CONFIDENTIALITY).

7. **Indemnification.** Either party shall defend, save, hold harmless, and indemnify the other and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to its intentional, reckless or negligent acts or omissions including its officers, employees, subcontractors, or agents under this Agreement or damages arising from or related to breach of Section 4 (confidentiality), provided that neither shall have any obligation to indemnify the other from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the other and its officers, employees or agents.

8. **Force Majeure.** 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" 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.

9. **Insurance.** Upon written request, Tyler shall provide Kofie with certificates of insurance evidencing the following insurance coverage:  
a) Commercial general liability of at least \$1,000,000;  
b) Professional liability of at least \$1,000,000; and

10. **Miscellaneous**

(a) **Taxes.** Kofie shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) **Assignment.** Neither Tyler nor Kofie shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) **Entire Agreement.** This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment: This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties: The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law: Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries: Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief: Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Integration and Severability: The Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. The invalidity and unenforceability of any particular provision hereof shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(k) No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of Tyler or Kofile shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Tyler or Kofile therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

(l) Survival: The provisions of Sections 4 through 7 shall survive the expiration or termination of this Agreement.