



County of Santa Clara

Office of the County Executive
Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND TYLER TECHNOLOGIES, INC.

This Agreement is entered into between the County of Santa Clara (“County” or “Purchaser”) and Tyler Technologies, Inc. (“Contractor” or “Tyler”). Now therefore in consideration of the mutual covenants contained in this Agreement, the parties mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE	Softcode Courts and Justice Solution
AGREEMENT NUMBER	CW2226606
AGREEMENT TERM	August 8, 2017 through August 7, 2022, unless terminated earlier or otherwise amended.
TOTAL AGREEMENT VALUE	Not-to-Exceed \$512,394
PAYMENT TERMS	Net 45
COMMODITY NAME	Software license and related services
PURPOSE	To establish a contract with Tyler Technologies for CivilServe and CivilMobile Client License.
AUTHORIZED USER	Office of the Sheriff 55 W Younger Ave. San Jose, CA 95110
COUNTY DEPARTMENT CONTACT	Deputy Robert Aviles Office of the Sheriff (408) 808-4825 Robert.Aviles@sheriff.sccgov.org Don Khowong, Information Systems Manager II (408) 808-4654 Don.Khowong@shf.sccgov.org

COUNTY CONTRACT ADMINISTRATOR	Martin Coronel, Procurement Contracts Specialist Procurement Department martin.coronel@prc.sccgov.org (408) 491-7467
CONTRACTOR	Tyler Technologies, Inc. 33 Boston Post Rd West Suite 360 Marlborough, MA 01752
CONTRACTOR CONTACT	Steve Magoun, Vice President steve.magoun@tylertech.com (774) 348-3001 John Perreault, Sales Director john.perreault@tylertech.com (972) 713-3770 ext. 113545
CONTRACTOR NUMBER	1027814
TAX STATUS	Non-taxable

EXHIBITS

Contractor and County shall be bound by all terms contained in this Agreement, including all exhibits, which are attached hereto and incorporated into this Agreement by reference. Subject to the following order of precedence, terms contained in the exhibits are intended to apply to the Agreement as a whole. In the event of any conflict between or among the provisions contained in the Agreement, the order of precedence is as follows:

Exhibit 1 – County of Santa Clara Terms and Conditions

Exhibit 2 – Tyler’s License and Services Agreement

- Schedule 1 – Investment Summary
- Exhibit A – Software License and Professional Services Agreement
- Exhibit B – Software Maintenance Agreement

Exhibit 3 – Statement of Work

Exhibit 4 – Insurance Requirements

Exhibit 5 – County Information Technology User Responsibility Statement

Exhibit 6 – Software Source Code Escrow Agreement

EXHIBIT 1 – TERMS AND CONDITIONS

1. DEFINITIONS

- a. “County Confidential Information” shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.
- b. “County Data” shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of County.
- c. “Deliverables” means the software and services to be delivered pursuant to the Investment Summary attached as Schedule 1 to Exhibit 2.
- d. When used in this Agreement, “days” shall refer to calendar days unless stated otherwise.

2. NON-EXCLUSIVE CONTRACT

- a. This Agreement does not establish an exclusive contract between County and Contractor.

3. GOODS AND/OR SERVICES

- a. If Contractor is providing County with goods, then Contractor shall provide the County all goods on terms set forth in the Agreement, including all exhibits, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship goods. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.
- b. If Contractor is providing County with services, then Contractor shall provide County all services on terms set forth in this Agreement, including all exhibits, and all necessary equipment and resources. Authority for performance shall be established by contract release purchase orders placed by County and sent to Contractor. All contract release purchase orders shall incorporate all terms of this Agreement and this Agreement shall apply to same.
- c. ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS OR LINKS TO WEBSITES, ATTACHED TO INVOICES OR WITH

ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

- d. If on County's premises, Contractor shall comply with all rules and regulations of the premises, including, but not limited to, security requirements, as those rules and regulations are made known to Contractor as of the Effective Date of the Agreement.
- e. Contractor shall be responsible for installation, training and knowledge transfer activities in connection with delivery of Deliverables by Contractor and receipt by County as described in the Statement of Work.
- f. Contractor shall deliver equipment, if any, to a County site specified in the Agreement.
- g. Contractor warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform the services at no additional cost to the Client.
- h. County does not guarantee any minimum orders.

4. DOCUMENTATION

- a. Contractor shall provide all relevant Documentation to the County in accordance with the terms of Tyler's License and Services Agreement.

5. Reserved.

6. ACCEPTANCE; INVOICE DISPUTES

- a. The Licensed Software will be subject to the acceptance criteria described in Section 6 of Exhibit 2. If County believes any delivered software or service does not conform to the warranties in this Agreement, County will provide Contractor with written notice within thirty (30) days of County's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues County contends are in dispute so that Contractor can confirm the issue and respond to County's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the notice. Contractor will work with County as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party in order to resolve any issues presented in County's notice. County may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes the action

items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of County's failure to complete the items agreed to be done by County, then County will remit full payment of the invoice. Contractor reserves the right to suspend delivery of all services, including maintenance and support services, if County fails to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

7. INVOICING

- a. Contractor shall send invoices to the County customer or department referenced in the individual contract release purchase order. County will not approve and/or pay invoices for products and/or services not specifically listed in the Agreement. Invoices shall include: Contractor's complete name and remit to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

8. PRICING

- a. The maximum compensation payable by County to Contractor is as per stated in Key Provision, Total Agreement Value. Unless otherwise stated, prices shall be fixed for the term of the Agreement. Schedule 1 to Exhibit 2 of the Agreement is the basis for pricing and compensation plan throughout the term of the Agreement.

9. PAYMENT

- a. Payment for the products and services identified in Schedule 1 to Exhibit 2 shall be made in accordance with this Section 9 and Section 3 of Exhibit A to Tyler's License and Services Agreement. The payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.
- b. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.
- c. Notwithstanding anything to the contrary, County shall not make payments prior to receipt of Deliverables (i.e. the County will not make "advance payments"), excluding the annual maintenance payments described in Tyler's License and Services Agreement. Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.
- d. Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified. Contractor shall be responsible for payment of

all federal, state and local taxes arising out of this Agreement. County does not pay Federal Excise Taxes (F.E.T). County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. If a County payment is later disallowed by federal, state or local law or regulation, Contractor shall promptly refund the disallowed amount to County upon notification. At County's option, County may offset the amount disallowed from any payment due to Contractor under any contract with County.

- e. Contractor acknowledges and agrees that County will not pay late payment charges. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose.
- f. CPRA Indemnity: The County is a public agency subject to the disclosure requirements of the CPRA. If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Deliverables and/or services provided pursuant to this Agreement, the County will notify Contractor of the request and confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at Contractor's instruction.

10. COUNTY DATA

- a. Contractor shall not acquire any ownership interest in County Data. Contractor shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.
- b. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County Data upon termination of this Agreement.

- c. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- d. Contractor shall not, without County's written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information.
- e. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of County Data by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County.

11. CONFLICT AND POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

- a. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement. Contractor further warrants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.
- b. Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure

to do so constitutes a material breach of this Agreement and is grounds for immediate termination for cause of this Agreement by County.

- c. Contractor and its employees and subcontractors may be subject to disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- d. If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within thirty (30) days of commencing service under the Agreement, annually by April 1, and within thirty (30) days of their termination of service under the Agreement.

12. AUDIT

- a. Cooperation with Review: Contractor shall cooperate with County's periodic review of Contractor's performance to insure compliance with this Agreement. Contractor shall make itself available (at no cost to County) to review the progress of the project and Agreement, as requested by the County.
- b. Audit Rights: Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000 USD) shall be subject to audit by the State Auditor, at the auditing party's expense. All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit, assuming the audit determines that Contractor over-charged for a product or services based upon the agreed-upon price in the Agreement. Adjustments that are found necessary as a result of auditing may be made from current billings. Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. Contractor shall pay to County the full amount of any audit

determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

- c. **Access and Retention of Records and Provision of Reports:** Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the Agreement between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination or expiration, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract. All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records. **Access to Books and Records Pursuant to the Social Security Act:** If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement, and will make such records available once per year, upon one week's written notice, and at the auditing party's expense. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000 USD) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

13. DEBARMENT

- a. Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within thirty (30)

days advise County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

14. DISENTANGLEMENT

- a. Contractor shall cooperate with County and County's other contractors and make good faith efforts to ensure a smooth transition at the time of termination or expiration of this Agreement. Contractor shall use reasonable efforts to cooperate with the County to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or County's activities.
- b. Contractor shall return to County all County information in Contractor's possession. Contractor shall deliver to County or its designee, at County's request, all County Data and County Confidential Information held by Contractor within fourteen (14) days of the request, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

15. FORCE MAJEURE

- a. Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- b. Each party shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use reasonable efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

- c. The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

16. HAZARDOUS SUBSTANCES

- a. If any Deliverables are listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Deliverables present a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 ("T8CCR"), Hazard Communication, the Contractor must include a Material Safety Data Sheet ("MSDS") with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address." All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

17. PERSONNEL

- a. Contractor shall use commercially reasonable efforts to not divert key personnel from this Agreement, to include the Contractor's Project Manager, Program Manager, and Data Conversion Architect, without prior written approval from County, unless such diversion is beyond Contractor's control. If the number of Contractor's personnel are reduced because of death, permanent termination of employment, or extended illness, Contractor shall, within ten (10) working days of the reduction, replace the same with equal or greater ability, experience, and qualification. Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. County reserves the right to require a change in Contractor personnel assigned to performance under this Agreement if Contractor's personnel are not (i) providing services in accordance with Contractor's Services Warranty; or (ii) complying with the County's policies or procedures pertaining to the use of County facilities.

18. PROJECT TIMELINE

- a. Contractor will begin and perform services in accordance with the mutually agreed upon implementation plan schedule.

19. COUNTY SPECIFIC TERMS

- a. Assignment of Clayton Act, Cartwright Act Claims: Contractor assigns to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to County pursuant to this Agreement.
- b. Beverage Nutritional Criteria: Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events. If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of transfat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving. If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.
- c. Contracting Principles: Contractor shall comply with the County's Contracting Principles set forth in the Board Policy Manual section 5.5.5.4. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor shall (1) comply with all applicable

federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, in accordance with the provisions of Section 12, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Failure to comply shall constitute a material breach of this Agreement.

- d. Equal Opportunity/Non-Discrimination: Contractor shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be a material breach by Contractor giving County a right to terminate the Agreement for cause.
- e. Living Wage
 - i. Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick

leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

1. Suspend, modify, or terminate the Direct Services Contract.
 2. Require Contractor and/or subcontractor to comply with an appropriate remediation plan developed by County.
 3. Waive all or part of Division B36 or the Living Wage Policy.
- ii. This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.
- f. **No Smoking:** Contractor and its employees, agents and subcontractors, shall comply with County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.
- g. **Wage Theft Prevention**
- i. **Compliance with Wage and Hour Laws:** Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
 - ii. **Final Judgments, Decisions, and Orders:** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have

been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

- iii. Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- iv. Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than fifteen (15) days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision, or order. County reserves the right to require Contractor to enter into an agreement with County regarding the manner in which any such final judgment, decision or order will be satisfied.
- v. County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

- vi. **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- vii. **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

20. MISCELLANEOUS

- a. **Accountability:** Contractor is the primary point of contact and is responsible for the manufacturer, deliverer, or any subcontractors and shall assume responsibility for all matters relating to the Deliverables, including but not limited to payment.
- b. **Account Manager:** Contractor shall assign an Account Manager to County upon execution of the Agreement to facilitate the contractual relationship, and be fully responsible and accountable for fulfilling County's requirements. Contractor's Account Manager will ensure that County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.
- c. **Ambiguities:** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.
- d. **NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**
 - i. Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County except as provided in Section 20(e). Any attempted assignment delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate and account for the sub-contractor(s) services and operations.
 - ii. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this

Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

e. MERGER AND ACQUISITION

- i. Neither party may assign this Agreement or transfer any rights to a third party without the prior written consent of the other party, and any such attempt shall be void; provided, however, subject to compliance with the provisions of this Section 20(e), County shall not unreasonably withhold or delay its consent for Contractor to transfer and/or assign this Agreement pursuant to a corporate plan of merger, reorganization, acquisition or consolidation.
 - ii. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights, Contractor shall ensure that the acquiring entity or the new entity agrees to be bound by the terms of this Agreement and act in the place of Contractor with respect to all of its obligations as set forth herein. The acquiring entity shall honor all the terms and conditions in this Agreement and (if applicable) provide the functionality of the Deliverables and/or services in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the Deliverables and/or services at the same pricing levels. No additional license or maintenance fee will apply.
 - iii. Contractor shall provide thirty (30) calendar days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor, or within such other timeframe as allowed under applicable law.
 - iv. Contractor shall provide reasonable assistance to County during the transition period.
- f. Compliance with all laws: Contractor shall comply with all laws applicable to the Deliverables. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Contractor shall defend, indemnify and hold harmless County for any loss arising out of Contractor's failure to comply with the applicable laws.

- g. Counting Days: Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.
- h. Entire Agreement: This Agreement and its exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- i. Governing Law, Jurisdiction and Venue: This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara or the federal court serving the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in federal or state court in the County of Santa Clara, and waive all venue objections.
- j. Handwritten or Typed Words: Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.
- k. Headings and Titles: The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.
- l. Independent Contractor: Contractor shall perform this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of County. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.
- m. Modification: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement will be binding on County unless it is in writing and signed by County's Director of Procurement or designee.

- n. **Non-Waiver:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by County so specifies.
- o. **Notices:** All deliveries, notices, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the County and Contractor contact persons on pages 1-2 of this Agreement.
- p. **Severability:** Should any part of the Agreement be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- q. **Survival:** All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.
- r. **Third Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
- s. **Use of County's Name for Commercial Purposes:** Contractor may not use the name of County or reference any endorsement from County in any fashion for any purpose, without the prior express written consent of County as provided by the Director of Procurement or designee.

21. CONTRACT EXECUTION, COUNTERPARTS, AND AUTHORITY

- a. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by County.

- b. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- c. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by a method described in this section.
- d. Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity’s behalf, including the entity’s Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

22. Reserved.

23. SOFTWARE SOURCE CODE ESCROW

- a. The Software Source Code Escrow Agreement Tyler maintains with an independent escrow service is attached hereto as Exhibit 6.

24. SECURITY CISO COMPLIANCE

- a. Contractor shall follow at all times the security standards, recommendations, conditions, and restrictions as set forth in Exhibit 5 or new findings based on OCISO assessments to this Agreement and as updated thereafter, provided that any updates are promptly communicated to Contractor and do not unreasonably interfere with Contractor’s performance under this Agreement. Additionally, any Contractor provided application that resides within the County Network is subject to the County’s annual penetration test; provided, however, that any issues resulting from such penetration tests shall be resolved in accordance with Exhibit B to Exhibit 2 of this Agreement.
- b. Contractor has submitted the documentation required under the County’s Vendor Security Assurance Requirements, which has been accepted by the County.

EXHIBIT 2

TYLER TECHNOLOGIES LICENSE AND SERVICES AGREEMENT

Investment Summary (Schedule 1)

Software & Services				Maintenance & Support	
Software Licenses	Qty	Cost	License Fees	Initial Year	2nd Year
Licensed Software					
CivilServe (includes):	20	\$9,970	\$199,400	\$0	\$41,874
CivilView (Attorney Portal)					
SalesWeb (Sheriff's Sales Portal)					
CivilMobile Server					
CivilMobile Client License	10	\$2,625	\$26,250	\$0	\$5,513
License Fee Subtotal:			\$225,650		
Professional Services					
	Hours/Days	Rate	Total Fee		
T&M Services					
Data Conversion			\$33,800		
Project Management (hours)	64	204.00	\$13,056		
Personalization & Report Customization (hours)	40	182.00	\$7,280		
Site Visit (days) - includes travel expenses*	1	6382.00	\$6,382		
Business Analysis & Process Planning (hours)	16	204.00	\$3,264		
Configuration & Deployment (hours)	16	182.00	\$2,912		
Training (days)	10	1500.00	\$15,000		
Services Subtotal:			\$81,694		
Other Fees					
Escrow One-Time Enrollment Fee			\$ 2,050		
Escrow - Annual Beneficiary Fee			\$ 950		
Total License Fees			\$ 225,650	Maintenance & Support Fees: Year 2 \$47,387 Year 3 \$48,809 Year 4 \$50,273 Year 5 \$51,781	
T&M Services			\$ 81,694		
Subtotal			\$ 307,344		
Other Fees			\$ 3,000		
Total Contract Price			\$ 310,344		

* Contractor will be responsible for any travel and travel related expenses beyond those detailed in this Investment Summary.

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and Purchaser.

WHEREAS, Purchaser desires to engage Tyler to license certain software and 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 Purchaser agree as follows:

1. CERTAIN DEFINITIONS

- 1.1. Reserved.
- 1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.
- 1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.
- 1.5. Defect means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- 1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.
- 1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".
- 1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.
- 1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.
- 1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.
- 1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.
- 1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.
- 1.13. Licensed Property means the Licensed Software and the Documentation.
- 1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.
- 1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.
- 1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that Purchaser has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.22. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Purchaser has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser 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 Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler; or (e) is a public record by operation of law or court order, provided that if Section 1.23(e) applies, Purchaser shall comply with the process outlined in Section 9(f) of Exhibit 1.

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Purchaser a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Purchaser's internal administration, operation, and/or conduct of Purchaser's business operations by the number of users detailed in Schedule 1 employed by Purchaser on an unlimited number of computers and/or computer stations utilized by Purchaser. Upon Purchaser's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

2.2. Limited Warranty. Tyler warrants that the Licensed Software will be without Defect(s) as long as Purchaser has a Maintenance and Support Agreement in effect. If the Licensed Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Purchaser shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Purchaser employs contractors, subcontractors, or other third parties to assist in the Project, Purchaser shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Copies. Purchaser may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Purchaser shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

2.5. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to Purchaser any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Purchaser shall be responsible for procuring and paying for all Third Person Software.

2.6. 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 Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary 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, subject to Section 9.

(c) All Purchaser data shall remain the property of Purchaser. Tyler shall not use Purchaser data other than in connection with providing the services pursuant to this Agreement.

2.7. Purchaser Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by Purchaser Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Upon availability to download Licensed Software	100%

Tyler shall invoice Purchaser upon each Payment Event, which shall be paid in accordance with Section 3.4.

3.2. Professional Services Charges. Charges for all professional services to be performed hereunder shall be invoiced and paid by Purchaser as follows:

Site Visit	10%
Software Installation	10%
Delivery of Training Database	40%
Training Completed	30%
Commencement of Operational Use	10%

3.3. Expenses. Professional Services fees include travel, lodging, and food expenses. No additional travel expenses will be billed for the in-scope services.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein in accordance with the chart contained in Section 3.2 above. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein forty-five (45) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies Inc. – Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a fixed fee basis. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 will be billed at the agreed upon service rates.

4.2. Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

4.3. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 18.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

5.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to Purchaser's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

5.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at Purchaser's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Purchaser's Project Manager in writing after successful completion thereof.

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with

Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

6.2. Optional Purchaser Validation. Purchaser may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute Purchaser's validation.

6.3. Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

6.4. Operational Use. Notwithstanding anything to the contrary herein, Purchaser's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or Purchaser's validation of the software products, without exception and for all purposes.

6.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Purchaser in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Purchaser personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at Purchaser's principal place of business or other site selected by Purchaser. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Purchaser's employees or agents in a manner to provide basic end user training. Purchaser shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE SERVICES

8.1. Maintenance and Support Agreement. Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software in accordance with the terms of Exhibit B.

8.2. Responsibilities of Purchaser. In addition to the other responsibilities set forth herein, Purchaser shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Purchaser's computer system, a secure Microsoft VPN connection for use by Tyler.

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. Protection of Tyler Confidential and Proprietary Information. Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, including the California Public Records Act and section 9(f) of the Agreement, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services

herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. Judicial Proceedings. If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to allow Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.3 and 10 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

11.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Purchaser.

11.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

11.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

11.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

11.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

11.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced

through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY TO THE OTHER 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: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, THE ANNUAL MAINTENANCE AND SUPPORT FEE IN EFFECT FOR THE YEAR IN WHICH THE CLAIM ARISES. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; (2) INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT; (3) GROSS NEGLIGENCE; OR (4) WILLFUL MISCONDUCT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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.

13. INDEMNIFICATION

13.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser 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 actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

13.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any trademark or 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, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser 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 Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a trademark, 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 Purchaser to use the Licensed Software as intended.

14. TAXES

14.1. Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or 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.

14.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

15. RESERVED.

16. SUSPENSION, AND TERMINATION

16.1. Termination for Convenience. Purchaser may terminate this Agreement for convenience on thirty (30) days' prior written notice. Upon termination, Purchaser shall remit payment for all products and services delivered and all expenses incurred by Tyler through the effective date of termination. Purchaser shall not be entitled to a refund or offset of previously paid license and other fees.

16.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 16.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9;

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs;

(v) Violation by Tyler of any applicable laws or regulations; or

(vi) Service Level 1 and Service Level 2 Defects, as those are defined in Exhibit B, which are not cured within ninety (90) days of Purchaser providing written notice to Tyler of such Defects.

(b) No Party may terminate this Agreement under Section 16.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 17 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

16.3. Termination for Assignment by Tyler. In the event Tyler assigns its obligations under this Agreement, Purchaser may terminate this Agreement upon 30 days written notice.

16.4. Availability of Funding. Purchaser's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to Tyler. No legal liability on the part of Purchaser shall arise for payment beyond June 30 of the calendar year; provided, however, that Purchaser shall pay Tyler for all products delivered and services performed through the current fiscal year end and Purchaser shall not be entitled to a refund or credit of previously paid fees.

16.5. Budgetary Contingency. Performance and/or payment by Purchaser pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by Purchaser for goods and/or services covered by this Agreement or any contract release purchase order. If funding is reduced or Purchaser fails to appropriate funds for goods and/or services covered by this Agreement or any contract release purchase order, Purchaser may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount; provided, however, that Purchaser shall pay Tyler for all products delivered and services performed through the date of termination and Purchaser shall not be entitled to a refund or credit of previously paid fees.

16.6. Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 10; 12; 13; 14; 16; 17; and 18.

17. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 17 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. The foregoing shall not apply to claims for equitable relief under Section 9.

[Remainder of this page intentionally left blank]

Maintenance and Support Services Agreement

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

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

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

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

1. CERTAIN DEFINITIONS

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

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

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

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.11.

1.5. Defect means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

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

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date

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

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchaser's remote location; or (c) systemic loss of multiple essential system functions.

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

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

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

1.15. Third Person Software means all third party software required for the operation and use by Purchaser of the Licensed Software consistent with the license granted to Purchaser.

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

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

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

2.2. Other Purchaser Responsibilities. Purchaser shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to Purchaser's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and
- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

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

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

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

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

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

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

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

Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

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

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

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

5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

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

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

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

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

7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on Schedule 1 (the "Maintenance and Support Fees"). Tyler hereby waives the Maintenance and Support Fees for the one (1) year period commencing on the Effective Date. Thereafter, Purchaser shall pay Maintenance and Support Fees annually in advance on the anniversary of the Effective Date, at Tyler's then-current rates.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by Purchaser and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

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

8. TERMINATION

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

8.2. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.2. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

9. RESERVED

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

EXHIBIT 3 – STATEMENT OF WORK

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CivilServe Implementation – Santa Clara County, CA

1 Overview

1.1 Introduction

This Statement of Work (hereinafter referred to as “SOW”) document outlines the tasks required for Tyler Technologies (hereinafter referred to as "Tyler") to implement CivilServe for the Santa Clara County, CA Civil Department (hereinafter referred to as " Santa Clara County " or “County”).

A Tyler SoftCode project manager will be assigned to the Santa Clara County project to manage all project tasks and coordinate with the county.

1.2 Scope/Objective

The scope of work for the Civil System Replacement Project includes all planning, configuration, installation and training necessary for implementing CivilServe at Santa Clara County. Tyler will work with Santa Clara County to implement the following products in the Civil Department:

CivilServe – Tyler’s core product enables a civil department to track a case from the receipt of court documents, through receipt of monies, through service activity (attempts & executions), through disbursement of monies until final disposition of the case. CivilServe standard implementation usually takes between 3-6 months from contract signing to production.

CivilMobile - Deputies can access existing service information and alerts from the field as well as input new data upon execution of service or attempts of service from the field. CivilMobile is rolled out along with CivilServe.

CivilView – A Tyler hosted secure website that gives external entities (typically attorneys) the ability to log in and find pertinent documents as well as service information for their cases electronically. CivilView is available day one of CivilServe in production.

SalesWeb – A Tyler hosted website that publishes both real estate and personal property sale information that can be viewed by the public. SalesWeb is available day one of CivilServe in production.

2 Work Requirements

The following is a list of deliverables to be performed by Tyler in conjunction with the county which will result in the successful completion of this project:

Deliverable #1 – Implementation planning guide

Contains sign off sheets, configuration questions and spreadsheet for reference data.

Deliverable #2 – CivilServe Installation

CivilServe software installation kit is provided to County. Installation assistance is provided by Tyler in a combination of remote and on-site activities for Santa Clara County. Tyler will complete an onsite installation of the database and server side Tyler software in

CivilServe Implementation – Santa Clara County, CA

cooperation with the Santa Clara County IT department and install and test a select number of workstations. Documentation for the installation including test procedures to ensure working software will be provided to the County.

Deliverable #3 – CivilServe Database

CivilServe database configured with County specific information is provided to County for installation.

Deliverable #4 – CivilServe Custom Reports

Any custom reports requested by County that are not already available through a standard CivilServe report will be created within guidelines of modification hours quoted and provided to County.

Deliverable #5 – CivilServe Personalized Letters

Letters provided by County as part of the Welcome Kit within the guidelines of the modification hours quoted are provided to County and setup to work with CivilServe.

Deliverable #6 – CivilServe Training

CivilServe training is performed on-site for the County. Specific schedule TBD after site visit.

Deliverable #7 – Onsite Go Live Assistance

As part of the training, our trainer and support personnel work with county to “go live” while on-site, providing assistance during the transition to a production environment.

3 Analysis Phase

An important part of the CivilServe implementation is the site visit to your County. The purpose of our site visit is to gain an in-depth understanding of your specific civil process workflow and how designated tasks and documents are handled in your office.

A Tyler business analyst will sit with key users in your office at their work stations to see them “in action” and review their current processes. Below are some of the functional areas we review within a Civil Department. They may or may not all pertain to your office workflow or be grouped differently based on current processes.

- Incoming or intake of papers
- Processing of service papers (i.e. Summons & Complaint, etc.)
- Processing of Wage/Income Executions
- Processing of Levies (i.e. Bank and Property)
- Processing of Foreclosures
- Field operations (i.e. assignment of papers, handling of returns, etc.) This would include discussions of any mobile operations.
- Bookkeeping or Finance (balancing, check writing, etc.)

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Out of the site visit we gain knowledge of your current processes. We also may provide you with suggestions on process changes that could be implemented during training. The site visit also provides us with needed information to set the agenda for your training period.

3.1 Deployment Strategy and Plan

The deployment strategy and plan contains the following:

- A. Project objectives
- B. Vendor Project Team organization
- C. Vendor's Project Team names, role definition and organization reporting lines
- D. Project scope definition
- E. Project Plan
- F. Communication plan
- G. Change control process

4 Training

Training will be provided on-site at the County's location. Training is hands-on. The database provided for training is a fully configured, production ready database for your County. Training will be organized into modules that can be scheduled per the needs of the county.

Training Materials provided will be:

- CivilServe Course Guide
- CivilServe Student Workbook
- California Addendum – reference guide
- CivilServe Wizard – reference guide
- CivilMobile Course Guide

See Exhibit A for sample Training Plan and Curriculum.

See Exhibit B for a sample Transition and Cutover (go-live) plan.

5 Data Conversion

Data will be converted from the existing Sirron system including case information, party information, service information and financials. A balance forward method will be used to convert the financials. All financial history from Sirron will reside in CivilServe under a display financials structured note on the Case. Only money that is on hand according to Sirron, at the time of the convert, will be created as actual receipts in CivilServe. There will be 3 mock converts executed throughout the project. This will allow Santa Clara County the opportunity to review and verify the data and provide any feedback prior to the final go-live convert.

SoftCode will use their data mapping utility for the conversion from Sirron to SoftCode. The data mappings of the reference or master data will be reviewed with the county to minimize any

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conversion issues. SoftCode will, to the best of their ability, bring across all Sirron information with no loss of data.

SoftCode will work with the County to identify which reports in Sirron will be used to verify the conversion of the data. These reports will be generated prior to each pull of the data for a convert. Case level reports, financial ledgers and overall financial reports will be used to verify converted data as well as bringing up cases in both systems.

6 Implementation and Project Schedule

This project will consist of requirements gathering, business analysis, database configuration, system training and “go-live” support.

6.1 Major Implementation Tasks

- **Analysis & requirements** – Collection of County’s specific civil system data to enhance our understanding of the County’s civil process workflows, receipt of payments, distribution of monies and reporting requirements.
- **Configuration & Personalization** – Configuring the CivilServe database to meet the County’s business process needs. Creating any custom reports or letters identified during the site visit. The dollar amount included in the quote is an estimate based on experience with other CA counties and the size of your county. Any variation will be identified and communicated after the site visit.
- **Training**– Hands on training specific to the County’s methodology of civil process. Course guides and Santa Clara County specific production ready database are provided.
- **Go-Live** - All locations will go-live at one time due to the data conversion into one consolidated central database. The Training, User Practice Time, and mock Go-Live will allow for any problems to be uncovered prior to the final convert and Go-Live.
- **A Go-No Go** decision will be made prior to Go-Live.

6.2 Deployment Strategy and Schedule

Tyler shall work with the County to determine the approach for rolling out the SoftCode Suite including phasing strategies and site specific considerations. Tyler shall conduct workshops with County stakeholders to determine the deployment strategy and include consideration of benefits and risks of strategy alternatives.

Tyler shall apply industry best practices and work with the County to determine recommendations for managing organizational change required for the SoftCode Suite to meet the project objectives. Such recommendations shall be developed considering business impact on each of the stakeholder groups.

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Tyler shall present the final deployment strategy recommendations to the project Steering Committee.

The project task list is attached as **Attachment I**. The project plan with dates of execution will be created in coordination with the County once a contract has been executed.

6.3 Key Personnel of Tyler

Project Team – The project team will consist of a project manager, business analyst, developers, customer service representatives and quality assurance technicians.

Support Team – The Tyler support team will be available for any questions by calling our support line at 774 -348-3000. On-line support is available by going to the following links:

- support@tylertech.com
- <http://support.tylertech.com>

7 Project Status Reports

The Deliverable shall follow a County provided status report format. The Deliverable shall include (at a minimum):

- A. Tasks completed for the period
- B. Tasks planned but not completed for the period
- C. Tasks planned for next period
- D. Budget status
- E. Upcoming County resource needs
- F. Issues
- G. Risks

8 Test Plan

- Data convert test plan
- Custom report test plan
- Existing functionality will be tested by county subject matter expert users after initial SME training sessions. County will coordinate with Tyler to determine the time period and approach for User Acceptance Testing prior to the full scale training.

9 County Responsibilities

County will be responsible for following:

- Scheduling and making available appropriate personnel in all offices.

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- Completed Welcome Kit, including sign off sheets and completed spreadsheet must be returned to Tyler-SoftCode at least 2 weeks prior to training. Failure to return completed Welcome Kit will result in rescheduling of training which may incur additional costs.
- All letters needed for implementation must be provided in Microsoft Word format to Tyler-SoftCode electronically. Failure to submit letters with the completed Welcome Kit will result in letters not being implemented for training and go-live date.
- Custom Report Request Forms, provided by Tyler-SoftCode, must be completed and delivered to Tyler-SoftCode for any reports outside of CivilServe standard reports. Any reports or letters not delivered prior to training as part of the Welcome Kit will need be evaluated on an individual basis for system inclusion.
- Once the Welcome Kit is received a final report and letter list will be provided to the County for sign-off. This list will identify, in detail, what reports and letters will be provided for training and go-live. Sign-off of this list will signify that this list is the final acceptance list for reports and letters to be delivered.

9 Facilities

Training Environment

Training will be held on-site at County locations. Requirements for training set-up are as follows:

- Workstations that meet hardware requirements in the Welcome kit are setup with CivilServe installed.
- Workstations have access to the server that has your CivilServe database installed.
- Workstations have access to the server that has CivilServe Letters and reports.

10 Remote Access/ Support

Remote access for remote support of CivilServe is required prior to installation and training. Tyler will interact with the County IT resources to secure this level of access according to the policies and procedures normally in place at the County with regard to secure remote access to a County system by an approved County supplier of software.

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Attachment I - Project Schedule

This example of implementation schedule for our CivilServe system at the County would be in accordance with the following scheduled tasks to be performed by Tyler with input, as needed, by Santa Clara County:



CivilServe Project Implementation SAMPLE

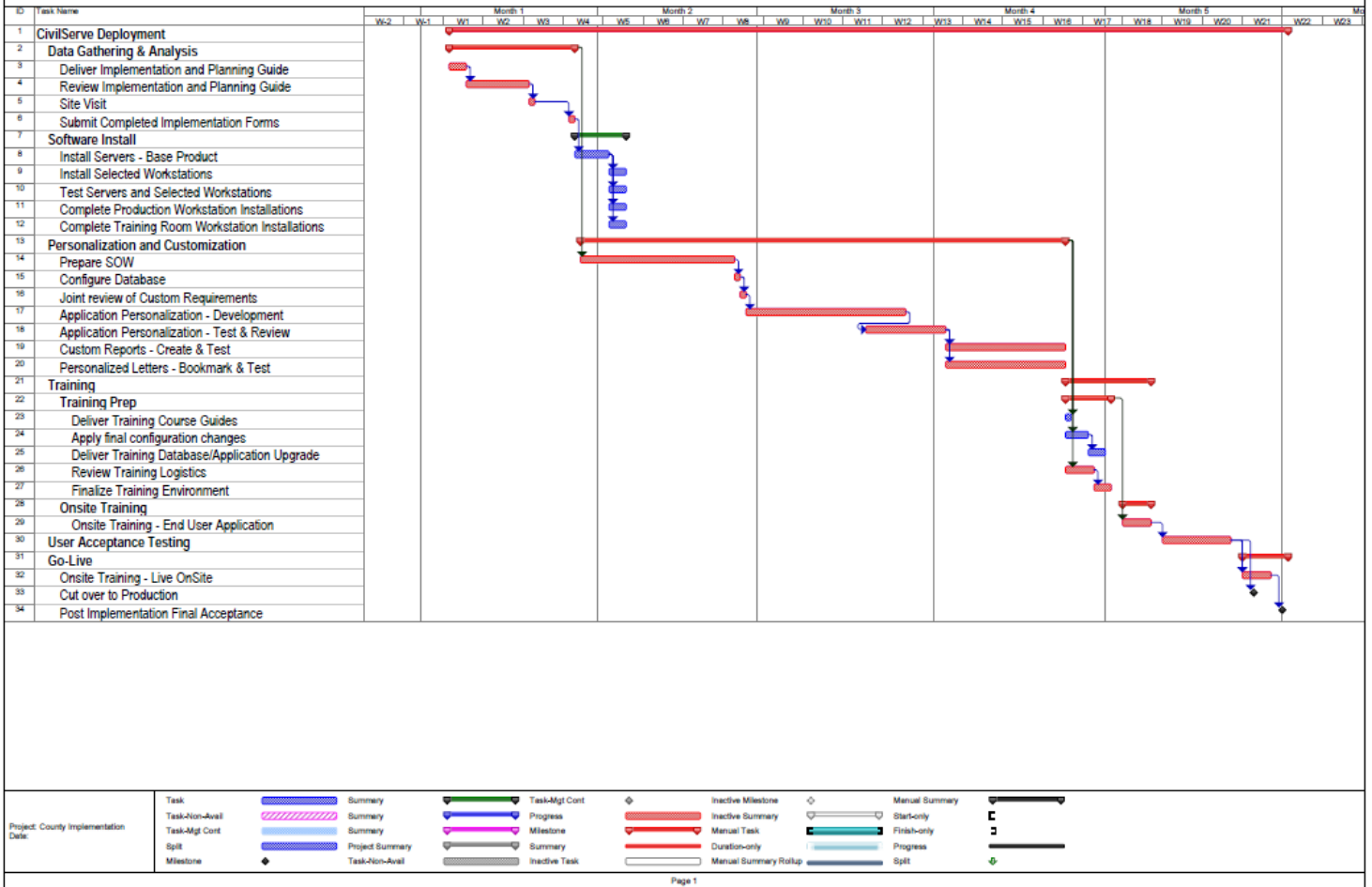


EXHIBIT 4

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Products/Completed
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

- b. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

EXHIBIT 5

COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES

1. GENERAL PROVISIONS

- a. In consideration for accessing the County of Santa Clara ("County") information systems and/or networks, Tyler agrees to the terms and conditions contained in this County Information Technology User Responsibility Statement for Third Parties ("URS"), as evidenced by Tyler's signature on the URS.
- b. Tyler shall ensure that any of its Users allowed access to County resources remotely shall be bound by these terms. In all cases, such access shall be subject to pre-approval by an authorized County representative.
- c.
- d. Term (Choose One)
 - i. This URS and its attachments shall be effective as of _____ and shall terminate on _____. The parties can extend the term of this URS by executing a new URS.
 - ii. The term of this URS shall begin once the last party signs the URS, and shall co-terminate with the Agreement. The parties can extend the term of this URS by amending the term of the Agreement.
Contract Number: CW2226606
- e. County may terminate this URS by giving three (3) days written notice.
- f. County will review the scope of Tyler's Remote access rights periodically. In no instance will Tyler's Remote access rights be reduced, limited or modified in a way that prevents or delays Tyler from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Tyler.

2. DEFINITIONS

- a. "County Confidential Information" is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives
- b. "County information systems and networks" include, but are not limited to, all County-owned, rented, or leased servers, mainframe computers, desktop computers, laptop computers, handheld

devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, data bases and software. These items are typically under the direct control and management of County information system support staff. Also included are information systems and networks under the control and management of a service provider for use by County, as well as any personally-owned device that a User has express written permission to use for County purposes.

- c. *“County-owned information/data”* is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County, unless constitutional provision, State or Federal statute, case law, or contract provide otherwise. County-owned information/data does not include a User’s personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County-owned information system or on a network or system under the control and management of a service provider for use by County.
- d. *“Mobile device”* is any computing device that fits one of the following categories: laptops; Personal Digital Assistants (PDAs); handheld notebook computers and tablets, including but not limited to those running Microsoft Windows CE, Pocket PC, Windows Mobile, or Mobile Linux operating systems; and *“smart phones”* that include email and/or data storage functionality, such as BlackBerry, Treo, Symbian-based devices, iPhones and Android devices. Note that the category *“Mobile Device”* does not include devices that are used exclusively for the purpose of making telephone calls.
- e. *“Public record”* is any writing, including electronic documents, relating to the conduct of the people’s business as defined by Government Code section 6252.
- f. *“Remote access”* is defined as any access to County Information Technology (“IT”) resources (County information systems and networks) that occurs from a non-County infrastructure, no matter what technology is used for this access. This includes, but is not limited to, access to County IT resources from personal computers located in User’s homes.
- g. *“Users”* include individuals who have been authorized to access County information systems and networks.

3. GENERAL CODE OF RESPONSIBILITY

- a. The following General Code of Responsibility defines the basic standards for User interaction with County information systems and networks. All Users of County information systems and networks shall comply with these minimum standards.
- b. Users are personally responsible for knowing and understanding the appropriate standards for user conduct, and are personally responsible for any actions they take that do not comply with County

policies and standards. If a User is unclear as to the appropriate standards, User shall ask County for guidance.

- c. Users shall comply with County standards for password definition, use, and management.
- d. Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as laptops, PDAs, peripherals (e.g., external hard drives, printers), and USB storage media. It excludes County wireless networks provided specifically for the use of guests or visitors to County facilities.
- e. User shall not, without the express written consent of the County, use USB storage media on any County computer system. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.
- f. User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
- g. User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County system or network, without County's express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County systems. Any allowed installation shall not be activated until it is reviewed and approved in writing by an authorized County representative.
- h. The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
- i. Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific jobs, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, legitimate job functions.
- j. Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.
- k. Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.

- I. All software on County systems shall be installed by authorized County support staff. Users may not download or install software on any County system unless express written permission has been obtained from County such as in a contracted scope of work.
- m. Users shall immediately report to County the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business. Users are also expected to be aware of security issues, and shall immediately report incidents involving breaches of security to County, such as the installation of an unauthorized device, or a suspected software virus or other occurrences of malicious software or content.
- n. Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
 - i. Users shall not access, or attempt to access, County systems or information unless specifically authorized to do so, such as by written agreement, *and* there is a legitimate business need for such access.
 - ii. Users shall not allow unauthorized individuals to use their assigned computer accounts; this includes the sharing of account passwords.
 - iii. Users shall not knowingly disclose County information to anyone who does not have a legitimate need for that information.
 - iv. Users shall follow all contractual obligations to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.
 - v. Users shall not make or store paper or electronic copies of information unless it is a necessary part of that User's job.
- o. Users shall respect the importance of County-owned systems and data as a valuable asset, and should understand that any data stored or processed on any County computer, or transmitted over any County network, is County property. In particular:
 - i. Users shall not change or delete data or information unless performing such changes or deletions is a legitimate part of the User's job function.
 - ii. Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
 - iii. A User whose relationship with County terminates or expires shall not retain, give away, or remove any County data or document from County premises, other than information provided to the public or copies of correspondence directly related to the terms and conditions of employment. User shall return all other County information to County at the time of departure.

- p. Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by County technical support staff, other County Users, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County information system.
- q. Users shall respect all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, and confidential information belonging to the County or any other third party.
- r. All information resources on any County information system or network are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County-owned network, computer system, or any other County-owned device or data for the following purposes:
 - i. Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business. This prohibition does not apply to User's performance of contractual obligations for the County.
 - ii. Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.
 - iii. To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
 - iv. To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
 - v. Knowingly propagating or downloading viruses or other malicious software.
 - vi. Disseminating hoaxes, chain letters, or advertisements.

4. INTERNET AND EMAIL

- a. The following items define the basic standards for use of County Internet and email resources. All Users of County information systems and networks shall comply with these minimum standards.
- b. Users shall not use County systems or networks for personal activities. However, reasonable incidental (*de minimus*) personal use of County resources, such as Internet access and email, is allowed as long as such use does not violate the County's acceptable use policies, and does not interfere with the performance of work duties or the operation of the County's information systems.

- c. When conducting County business, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by County. Such services include, but are not limited to, file sharing (such as Dropbox, Box, Google OneDrive), Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter).
- d. User shall become familiar with County policies, procedures, and guidelines associated with the use of Internet-based communication and data exchange services. Users who have been granted permission to use an Internet-based communication or data exchange service for conducting County business shall comply with all relevant County policies, procedures, and guidelines.
- e. To the extent applicable, Users shall comply with County's Records Retention and Destruction Policy, and Social Media Policy.
- f. Users shall not use an internal County email account assigned to another individual to either send or receive email messages.
- g. Users shall not configure their County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission. When automated forwarding is used, it shall be for legitimate business purposes only, and User is responsible for the associated risks for disclosure of sensitive information.

5. REMOTE ACCESS

- a. The following items define the basic standards for remote access to County information systems and networks. All Users of County information systems and networks shall comply with these minimum standards. Users granted remote access privileges shall sign Attachment A.
- b. All remote access to County resources shall be via secure, centralized, County-controlled mechanisms and technologies approved by County, and installed by County. Users are not permitted to implement, configure, or use any remote access mechanism other than County-owned and managed remote access systems that have been formally approved and implemented by County.
- c. County may, on a case-by-case basis, give written approval to a User to use County remote access mechanisms. Users shall execute the URS and Remote Access agreement (Attachment A).
- d. County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County networks, systems, or data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

- e. User shall configure all computer devices used to access County resources from a remote location according to County-approved security standards. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.
- f. Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall immediately report loss or theft of such devices to County.
- g. Users shall protect the integrity of County networks, systems, and data while remotely accessing County resources, and shall immediately report any suspected security incident or concern to County.
- h. Remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication (passwords), Data Classification, Internet Use, and Email.

6.

7. MISCELLANEOUS

- a. Ambiguities: Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this URS.
- b. Assignment: User shall not assign this URS or its attachments. Any attempted assignment is void.
- c. Authorization: An individual signing the URS on behalf of an entity represents and warrants that he/she is duly authorized to execute and deliver this URS on the entity's behalf, has authority to bind the entity, and that the URS shall bind all employees, agents and/or representatives of that entity.
- d. Compliance with all laws: User shall comply with all applicable laws, codes, and regulations.
- e. County Confidential Information: User shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. User shall not acquire any ownership interest in the County Confidential Information.

8. ACKNOWLEDGEMENT AND RECEIPT

- a. This Acknowledgement hereby incorporates the URS. Attachment A has additional signatures that apply only to those individuals that have been granted remote access privileges.

b. *By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.*

User Signature:

Date Signed:

Print User Name:

County Representative (if applicable):

County Department:

Attachment A – Remote Access Signature Page

Have you been granted Remote Access? Yes No

I have read and understand the contents of the URS regarding Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.

User Signature:

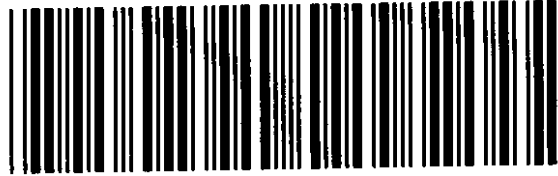
Date Signed:

Print User Name:

County Representative (if applicable):

County Department:

Iron Mountain Intellectual Property Management



S4164972



IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow management, Data backup and recovery and Information destruction. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, www.ironmountain.com for more information.

Exhibit D

Auxiliary Deposit Account to Escrow Agreement

Master Deposit Account Number	30058
Auxiliary Deposit Account Number	45919

Tyler Technologies, Inc. ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: SoftCode ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table (Required Information)

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

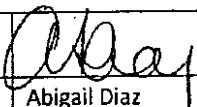
Print Name	Stacey M. Gerard
Title	Contracts Specialist
Email Address	stacey.gerard@tylertech.com
Street Address	One Tyler Drive
City	Yarmouth
State/Province	Maine
Postal/Zip Code	04096
Phone Number	800-772-2260 extension 4431
Fax Number	207-781-2459

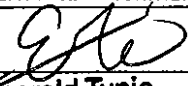
Billing Contact Information Table (Required Information)

All invoices for Deposit Account Fees will be sent to the contact set forth below.

<input type="checkbox"/> Check if same as Authorized Person or provide below	
Company Name	Tyler Technologies, Inc.
Print Name	Ami Lockett
Title	Accounts Payable Specialist
Email Address	ami.lockett@tylertech.com
Street Address	5101 Tennyson Parkway
City	Plano
State/Province	Texas
Postal/Zip Code	75024
Phone Number	972-713-3770 extension 113726
Fax Number	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	Abigail Diaz
Title	Associate General Counsel
Date	February 11, 2015

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	Emerald Tunie
Title	Contracts Administrator
Date	02/11/15

THREE-PARTY MASTER ESCROW SERVICE AGREEMENTMaster Deposit Account Number: 20058**1. Introduction.**

This Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., located at 6500 International Parkway, Suite 2000, Plano, TX 75093 ("Depositor"), , by any additional party signing the Acceptance Form attached as Exhibit E to this Agreement ("Beneficiary"), and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 2 day of August, 2006 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "Services" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "Iron Mountain Website"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "Work Request"). The Parties desire this Agreement to be supplementary to the Master Software License and Professional Services Agreement, dated as of March 14, 2006, by and between Depositor, , and any Beneficiary hereunder (the "Master License Agreement") and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(a).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Depositor Information").
- (c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the payment of the License Fee as required by the Master License Agreement. Depositor shall update Deposit Material on an annual basis during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto.
- (e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (f) Depositor represents that all Deposit Material is readable and usable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities.

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Beneficiary Information").
- (c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.
- (d) Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material.
- (c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. Payment.

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

Exhibit G

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

EXCEPT AS SET FORTH IN EXHIBIT C (RELEASE OF DEPOSIT MATERIAL) IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) Incorporation of Work Requests. Each of the Exhibits hereto, including, without limitation, Work Requests, shall, when duly executed, be incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").
- (b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. 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. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Beneficiary and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens.

Exhibit G

- (e) **Right to Rely on Instructions.** Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) **Force Majeure.** Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) **No Waiver.** No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by any Party or any rights or obligations of any Party under this Agreement is permitted without the written consent of all Parties, which shall not be unreasonably withheld or delayed.
- (j) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (m) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) **Disputes.** Except as otherwise set forth herein, any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the Dallas, Texas Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an Interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

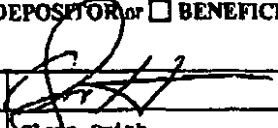
- (o) **Regulations.** All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (p) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (q) **Survival.** Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.


The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

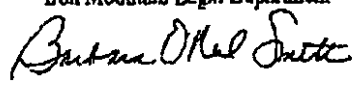
Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences "Depositor's" or "Beneficiary's" agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

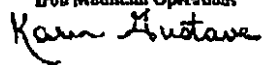
CHOOSE ONE: DEPOSITOR or BENEFICIARY

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC

SIGNATURE:	
PRINT NAME:	Glenn Smith
TITLE:	President
DATE:	8/2/06
EMAIL ADDRESS:	glenn.smith@ty1erworks.com

SIGNATURE:	
PRINT NAME:	Lavoska Barton, Jr
TITLE:	V.P. Service Delivery
DATE:	8/10/06
EMAIL ADDRESS:	imcontracts@ironmountain.com

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Barbara O'Neil Smith
Contracts Specialist
Date: July 24, 2006

Approved as to Operational Content:
Iron Mountain Operations

Name: Karen Gustave
Contracts Administrator
Date: July 24, 2006

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE FOLLOW ON NEXT PAGE

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Jeff Puckett	PRINT NAME:	Lynn Moore
TITLE:	VP	TITLE:	VP/General Counsel
EMAIL ADDRESS	jeff.puckett@stylerworks.com	EMAIL ADDRESS	lynn.moore@stylerworks.com
STREET ADDRESS 1	6500 International Pkwy Suite 2000	STREET ADDRESS 1	6500 International Pkwy Suite 2000
PROVINCE/CITY/STATE	Plano, Texas	PROVINCE/CITY/STATE	Plano, Texas
POSTAL/ZIP CODE	75093	POSTAL/ZIP CODE	75093
PHONE NUMBER	972-713-3770	PHONE NUMBER	972-713-3770
FAX NUMBER	972-713-3784	FAX NUMBER	972-713-3784

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Mandi Larson
TITLE:	
EMAIL ADDRESS	mandi.larson@stylerworks.com
STREET ADDRESS 1	6500 International Pkwy Suite 2000
PROVINCE/CITY/STATE	Plano, Texas
POSTAL/ZIP CODE	75093
PHONE NUMBER	972-713-3770
FAX NUMBER	972-713-3784

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, GA, 30071, USA.

EXHIBIT A ESCROW SERVICE WORK REQUEST
Account Number 30058

SERVICE	SERVICE DESCRIPTION	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY
<input type="checkbox"/> Check box (es) to order service <input checked="" type="checkbox"/> Add and Manage New Escrow Account	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide training from time to time to facilitate secure internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of Work Requests (e.g. deposit updates, new beneficiary enrollment) and communication of status. Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account #	\$2,050	\$950	Check box to identify the Paying Party for each service below. <input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add and Manage Auxiliary Account	Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account #	N/A	\$950	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	N/A	\$650	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the Agreement.	N/A	\$350	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Binary Comparison which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Full Usability which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" of the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting Services based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Delete Account	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	No Charge	No Charge	No Charge
<input type="checkbox"/> Replace/Delete Deposit Materials	Iron Mountain will replace/delete deposit material in accordance with the terms of the Agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding.	No Charge	No Charge	No Charge

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS _____ BENEFICIARY INITIALS _____

Note: Work Requests may be submitted electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 30058

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. **Release Conditions.** Depositor and Beneficiary agree that Iron Mountain will provide notice commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor no longer offers maintenance and support services for the Deposit Material; or
 - (ii) Beneficiary terminates the Maintenance and Support Services Agreement "for cause" (as defined therein) and Beneficiary's right to exercise such termination is not disputed by Depositor;
 - (iii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
 - (iv) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the Master Software License and Professional Services Agreement, but such right is subject to the terms and conditions of the Master Software License and Professional Services Agreement, including Section 15.4 (License for Use of Escrowed Materials) thereof. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.