

FULTON COUNTY

Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

CONTRACT DOCUMENTS FOR

14RFP93286A-CJC

E-Filing System

For

**Clerk of Superior Court, State Court,
Magistrate Court and Probate Court Clerk**

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>

- ARTICLE 43. NON-APPROPRIATION
ARTICLE 44. WAGE CLAUSE
ARTICLE 45. LIMITATION OF LIABILITY

Exhibits

- EXHIBIT A: GENERAL CONDITIONS
EXHIBIT B: SCOPE OF WORK
EXHIBIT C: PROJECT DELIVERABLES
EXHIBIT D: COMPENSATION
EXHIBIT E: PURCHASING FORMS
EXHIBIT F: CONTRACT COMPLIANCE FORMS
EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS
EXHIBIT H: ELECTRONIC FILING AGREEMENT
EXHIBIT I: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Appendices

- APPENDIX A: FULTON COUNTY IT REQUIREMENTS AND STANDARDS

CONTRACT AGREEMENT

Contractor: Tyler Technologies, Inc.
Contract No.: 14RFP93286A-CJC, E-Filing System
Address: 5101 Tennyson Parkway
City, State: Plano, TX 75024
Telephone: (800) 966-6999
Email: Eric.Cullison@tylertech.com
Contact: Eric Cullison
Director of Sales

This Agreement made and entered into effective the 1st day of January, 2015 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **TYLER TECHNOLOGIES, INC.**, hereinafter referred to as "**Tyler**" or "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the County through its Clerk of Superior Court, State Court, Magistrate Court and Probate Court hereinafter referred to as the "**Departments**", desires to retain a qualified and experienced Contractor to provide an Electronic Filing System for all cases falling within the jurisdiction of Superior, State, Magistrate, and Probate Court, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Scope of Work
- V. Exhibit C: Project Deliverables
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Electronic Filing Agreement
- XI. Exhibit I: Software License and Maintenance Agreement
- XII. Appendix A: Fulton County IT Requirements and Standards

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement including Exhibits, 2) the Bid document, 3) any Addenda, 4) change orders, and 5) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on October 15, 2014 Item No. 14-0859.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide an E-filing system that is fully integrated with the Odyssey case management system, including all upgrades, at no expense to the County. This system includes the ability to offer 24/7 access, with some customer support being offered outside the business hours of the Courts. The system is capable of accepting payments and transmitting those payments to the Courts. The system will accommodate bulk filings of certain case types, specifically those filed in Magistrate Court. The E-filing system has the ability to serve all filed documents at no expense to the Court.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit B, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed)

has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The initial term of the contract shall be for a five (5) year term, with one (1), two (2) year renewal option.

ARTICLE 10. COMPENSATION

This is a revenue generating contract and compensation for work performed by Tyler Technologies, Inc. on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all matters pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

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 the County and Tyler's Vice President of Courts and Justice Systems Division assigned to the County'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 the County Manager, or his or her designee, and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Pending any resolution of a dispute hereunder, Tyler shall proceed diligently with performance of the Agreement and in accordance with the decision of the Chief Information Officer of the County Department of Information Technology or his designee. Any negotiations pursuant to this Article 15 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall have the right to pursue any remedies at law.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project, subject to the Limitations of Liability set forth in this Agreement.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, after three (3) years from the Effective Date the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by

Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

(1) General Indemnification.

- (a) Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns, representatives, and agents ("Indemnified Parties") from and against any and all Claims for bodily injury or property damage sustained by or asserted against the County arising out of, resulting from, or attributable to the negligent or willful conduct or omission of Tyler, its employees, subcontractors, successors, assigns, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify the County against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is solely and directly caused by and resulting from the actions, negligent or otherwise, of the County, its agents, contractors, subcontractors, or employees. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.
- (b) Tyler's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.
- (c) Tyler further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Tyler. These indemnities shall not be limited by reason of the listing of any insurance coverage.
- (d) These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination or expiration of this Agreement.

(2) Intellectual Property Indemnification

- (a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the County that alleges that all or any part of the E-filing System, in the form supplied, or modified by Tyler, or the County's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the County, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the County harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the County against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the County shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the E-filing System made by the County, or any third party pursuant to the County's directions, or upon the unauthorized use of the E-filing System by the County.
- (b) If the E-filing System becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion:
 - (i) promptly replace the E-filing System with a compatible, functionally equivalent, non-infringing system; or
 - (ii) promptly modify the E-filing System to make it non-infringing; or
 - (iii) promptly procure the right of the County to use the E-filing System as intended.

The provisions of this article shall survive termination or expiration of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of and delivered to the County .

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Tyler represents and warrants that it is the owner of all right, title, and interest in and to the E-filing System or is otherwise authorized to use and convey the rights herein with regard to the E-filing System and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in the County any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential Information and Tyler Trade Secrets), any components and copies thereof, or any derivative works based thereon prepared by Tyler. Tyler agrees that Fulton County is the sole owner of all information, data, and materials, other than the E-filing System, that are developed or prepared subject to this Agreement. Tyler or any subcontractor(s) are not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the TBD. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof, and payment in full by the County of any applicable license or services fees related thereto as set forth in this Agreement, and Tyler shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Tyler and registered in the name of the Chief Information Officer, if possible. The Software as defined hereunder, specifically excludes the E-filing System, all software, documentation, information, and materials in which Tyler has pre-existing proprietary rights and/or has otherwise been licensed to Tyler prior to this Agreement, and any derivative works, upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received

any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Contractor's outside auditor.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Court Administrator/Chief Clerk
Fulton County State Court
185 Central Ave., SW Suite TG800
Atlanta, Georgia 30303
Telephone: 404-612-0758
Email: Cicely.Barber@fultoncountyga.gov
Attention: Cicely Barber

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker
Notices to Contractor shall be addressed as follows:

Director of Sales
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, Texas 75024
Telephone: 800-966-6999
Email: Eric.Cullison@tylertech.com
Attention: Eric Cullison

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts or the United States District Court having jurisdiction in Fulton County, Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The

Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

This is a revenue generating contract and this article is not applicable.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

Article 45. LIMITATION OF LIABILITY


Except as provided in Article 22 in this Agreement (Indemnification), each party's liability 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 the sum of the Aggregate Limit of the Commercial General Liability Insurance coverage procured by Tyler for the coverage of the work performed under this contract, which is \$2,000,000 notwithstanding anything contained in this Agreement, including any exhibits to this Agreement, nothing herein shall be construed to waive nor shall operate as a waiver of privileges and immunities available to the County under applicable law including, without limitation, sovereign immunity, governmental immunity, judicial immunity, or official immunity, and all such privileges and immunities are expressly reserved and shall in no way be waived.

In no event shall either party be liable to the other party (nor to any person claiming any right, title, or interest derived from or as successor to either party's right, title, and interest) 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA



John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:


Mark Massey
Clerk to the Commission (Seal)


APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO CONTENT:


Cicely Barber
State Court Administrator/Chief Clerk

CONTRACTOR:

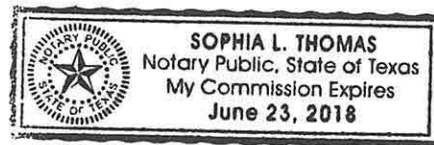
TYLER TECHNOLOGIES, INC.


Jeff Puckett
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ITEM # 14-0859 RCS 10/15/2014
RECESS MEETING

ADDENDA

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, Wednesday, July 2, 2014 **11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 1, 13th day of June, 2014.

Tyler Technologies, Inc.
Legal Name of Proposer


Signature of Authorized Representative


Vice President - Sales
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 2, 19th day of June, 2014.

Tyler Technologies, Inc.
Legal Name of Proposer


Signature of Authorized Representative

Vice President
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 3, 23rd day of June, 2014.

Tyler Technologies, Inc.
Legal Name of Proposer


Signature of Authorized Representative

Vice President - Sales
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 4, 24th day of June, 2014.

Tyler Technologies, Inc.
Legal Name of Proposer


Signature of Authorized Representative

Vice President - Sales
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its

rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B
SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide to the Courts:

- The ability to electronically file and receive pleadings and other documents associated with all case types within the jurisdiction of Superior, State, Magistrate, and Probate Courts. E-filing shall be completed via the internet and shall be at no cost to the Courts of Fulton County. Further, as electronic filing forms and images are transmitted, the system will organize the filings and images on its own server; organize them by appropriately associating them within sub-files associated with the court case number, date and judge; provide the pleading name for the filing within that case file; provide the name of the party filing within that case file; place all filings within a case file in sequential order; and provide an associated image with each file.
 - The e-filing system will be fully integrated with the Odyssey case management system, including all upgrades, at no expense to the County.
 - The system shall also include the ability to offer 24/7 access, with some customer support being offered outside the business hours of the Courts.
 - The system will be capable of electronically accepting payments and transmitting those payments electronically to the Court.
 - The Clerk of each court will maintain custody and control of all data and images filed by users over the e-filing system and the system shall have the ability to accommodate bulk filings of certain case types, specifically those filed in Magistrate Court, and the ability to serve all filed documents at no expense to the Court.
 - Services shall be provided over the internet; the Justice Center Tower located at 185 Central Avenue, Atlanta, GA 30303; and at the North and South Services Centers located at 7741 Roswell Road, Atlanta, GA 30350 and 5600 Stonewall Tell Road, College Park, GA 30349, respectively.
 - This contract will affect all litigants filing in Superior Court, State Court, Magistrate Court and Probate Court.
- A. Filings:** An initial case filing is described as the complaint, statement of claim, dispossessory warrant, and various petitions filed in Probate Court, and all exhibits and other documents attached thereto, and associated fees. A filing will include case number, name of court, case type, attorney information (including bar number), and party information, such as names and addresses and will populate into the County's current case management

system, Odyssey by Tyler Technologies, Inc. All pleadings, filings and other documents filed subsequent to the initial case filing must reference the case number associated with the initial case and the attorney's name and bar number. All associated images must have both a non-editable, frozen image and an editable image or document attached with which litigants can work. All filings, configuration for filings, and any security access restrictions for filings should be independent for each implementing Court.

- B. File Access:** These files shall fully integrate and automatically populate into the Odyssey case management system. This integration must utilize either the existing Odyssey Integration API or E-Filing framework. Tyler will make available at no charge to the Courts, all files necessary to incorporate into its current case management systems and will maintain a copy of all electronic files. All files shall be archived at the Tyler's site as well as with the County's DoIT Department and will be available (at no cost) to the courts upon request for at least two (2) years after cessation or termination of services. The information stored on the text file should be cumulative, i.e. it should contain case information for all case submissions up to the current date.
- C. Training and Customer Service:** Training provided to court personnel will be at no charge to the Courts or to Fulton County. The training plan will include intentions of providing continuous and regular customer support and training by Tyler Technologies, Inc. employees who are locally or regionally based and a training manual for staff and Public users in the courthouse.
- D. Source Code:** Tyler shall keep its source code in escrow and available to the courts for eventualities to be specified in the contract.
- E. Description of Reporting Capability:** Tyler will provide to the Court at the minimum the ability to run the following types of reports and shall create reports that will at a minimum provide:

 - a. The number of cases filed for a specified period of time. This time frame may be daily, weekly, monthly, or some other user defined time;
 - b. Types of cases being filed and the number of each for a specified period, including case number, filing date, judge and parties' names. This report will include case number, filing date, judges, and parties' names. This time may be daily, weekly, monthly or some other user defined time.
 - c. Who is submitting cases, including the name of the litigant or law firm, case number, filing date, parties' names, and the attorney of record and bar number, the type of case filed and the total number of pages in the file.

- d. Any pending motions ready to be reviewed by the assigned Judge, including when the time to respond to the motion has lapsed and no response has been filed.
- e. Indexes of all criminal, civil, domestic, child support filings daily, weekly, monthly and yearly

All the above reports need to be able to be combined, if needed, into one report for ease of use by the user. Fulton County reserves the right to add to or create any additional reports it deems necessary without cost to County. All Reports should be separated by Court.

- F. SessionWorks:** Tyler will provide a site license for SessionWorks Clerk and Judge Edition for any court/judge where electronic filing has been mandated. There will be no license or maintenance fees, but implementation services will be billed their standard rates. The licenses shall be valid as long as the e-filing contract is current with Tyler.
- G. Fee for Mail Service Option:** Tyler shall provide a mail service to the Courts for service of pleadings to those litigants who do not provide the Court with a valid email address for electronic service. The fee to the Court for this service will be \$1.00 per transaction. For non-indigent filers to use this service, the fee will be \$5.00 per transaction and charged directly to Registered Users at the time of filing. These fees are not subject to division between the Court and Tyler as part of the revenue share agreement.
- H. Conversion of Legacy System to Odyssey CMS:** Tyler will provide resources to convert the images from the legacy system into the Odyssey CMS at no additional cost.
- I. E-Filing Fees for Indigents:** E-filing shall be permitted with no transaction fees at the Courthouse and transaction fees shall be waived for parties declared indigent.
- J. The Guide & File Solution:** The Guide & File solution will be provided to the County at no cost to be used for the creation of forms by self-represented litigants.
- K. E-filing Fee for Criminal cases:** The State Court anticipates offering e-filing for criminal cases in the future. The Odyssey File & Serve can be used for subsequent filings (not initiating charge documents) by litigants in a criminal case. The fee structure will be the same for criminal case types.
- L. Implementation:** Tyler shall provide a timetable for completion of all items that are not currently available. All items must be completed, tested, demonstrated and approved as working properly for the Superior Court, State Court, Magistrate Court and Probate Court before the E-filing software is implemented.

EXHIBIT C

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The following project deliverables shall be provided:

1. Tyler will confer with State Court and Magistrate Court to develop a staggered timeline to implement e-filing for all case types within 15 days.
2. A detailed Training Plan that includes training for County staff shall be provided within 15 days.
3. Training Manuals for both County staff and the Public must be provided within 15 days.
4. Implementation Plan:
 - a. The go live schedules for each of the separate courts (State & Magistrate, Superior, and Probate) shall be independent of one another. The implementation and configuration activities for these courts may overlap, but any delays for a particular court will not impact the progress of others. Tyler will provide a detailed project plan that will be refined with Client input upon contract execution. The case types subject to e-filing will be determined by each court.
 - b. The implementation schedule for State and Magistrate Courts is expected to follow the schedule defined in Table 3.B below. The schedule will be refined and adjusted as needed.

Table 3.B State & Magistrate Court Estimated Implementation Timeline for E-Filing		
Step	Estimated Completion Date	
Contract Execution and Notice to Proceed (NTP)		
Develop Marketing Strategy to Announce Tyler as New E-Filing Vendor	NTP + 15	
Market Tyler as New E-Filing Vendor and Provide Training to Public including lawyers and bar associations (minimum 3 training sessions)		
Provide Test Site for Staff Attorneys	NTP + 15	
Client Submits Application for Merchant IDs	NTP + 15	
Conversion services of File & Serve Xpress Data into Odyssey until go-live	NTP + 30	
Training for Clerks & Staff Attorneys is Completed	NTP + 45	
Staff Training for Odyssey Guide & File Form Creation is Completed	NTP + 60	
Mandatory E-Filing for all State Court Cases	NTP + 75	
Mail Service Option is Implemented	NTP + 90	

Mandatory E-Filing for Magistrate Court – Small Claims	NTP + 105	
Mandatory E-Filing for Magistrate Court – Dispossessory	NTP + 135	
Mandatory E-Filing for Magistrate Court – Garnishments	NTP + 165	

- c. The implementation schedule for Superior and Probate courts will be defined during project initiation upon implementation of e-filing.

EXHIBIT D

COMPENSATION

COMPENSATION

This is a revenue generating contract and Tyler agrees to compensate the County as follows:

Tyler's pricing model sets an affordable and consistent price point with a \$7.00 transaction fee for the filers that will remain consistent throughout the term of this agreement.

Tyler's pricing model includes revenue sharing for the County that begins with the first filing and increases at certain volume thresholds. The table below indicates the fees collected:

Filings	1 to 100,000 Filings	Greater than 100,000 Filings	Greater than 250,000 Filings	Greater than 500,000 Filings	Greater than 1M Filings
County Share	\$1.00	\$1.50	\$2.00	\$2.25	\$2.50
Tyler Fee	\$6.00	\$5.50	\$5.00	\$4.75	\$4.50
Total Filing Fee	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00

- The transaction pricing for Odyssey File & Serve (OFS) solution includes electronic filing, electronic service, and the Odyssey Guide & file form building solution all for the same price.
- A transaction may include one or more documents filed in the same case at the same time (for example, an Original Petition that also includes three motions would be counted as a single transaction and would be assessed a single Use Fee).
- The system shall collect and deliver all required statutory fees to the court. All credit card transactions are pre-approved prior to delivery to the clerk review tool and collected in real-time upon acceptance.
- Government agencies and indigent filers designated by the Court, who are not otherwise required to pay statutory filing fees, may use the E-file features without charge. Tyler will work with the County to jointly develop written documentation setting forth the criteria that Tyler shall use at the time a transaction occurs and at other times to identify users who are not otherwise required to pay statutory filing fees. It shall be free to file at the Court for all filers via the self-help terminals.

- No additional software or hardware is required for end users in the system, outside of utilizing their existing word processing software and internet browser software. Additionally, there is no up-front cost to the County for software, implementation, project management, training, or annual software maintenance and support.
- In the event the County chooses to enter into a collective agreement with other Georgia counties, the pricing discounts based on volume could be applied based on the collective volume of all participating counties.

Credit Card Processing Fees

For transactions using credit cards, an initial convenience fee of 3.25% will assessed for each electronic payment transaction to cover the additional banking interchange fees. The convenience fee is based upon estimated average transaction amounts. The convenience fee will be based on the actual average transaction value determined on quarterly review using the following price schedule:

Average Transaction	Per Transaction Convenience Fee
\$0.00 - \$50.00	3.75%
\$50.01 - \$100.00	3.50%
\$100.01 - \$500.00	3.25%
\$500.01 - \$1,000.00	3.00%
\$1,000.00 & Above	2.75%

EXHIBIT E

PURCHASING FORMS

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

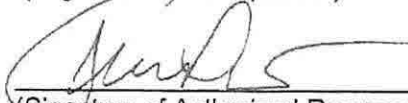
Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25th day of June, 2014

Jeff Puckett June 25, 2014
(Legal Name of Proponent) (Date)

 June 25, 2014
(Signature of Authorized Representative) (Date)

Vice President - Sales
(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, Jeff Puckett certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Tyler Technologies, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Tyler Technologies, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Tyler Technologies, Inc.
(COMPANY NAME)

Jeff Puckett - Vice President
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 25th day of June, 2014.

H. Lynn Moore, Jr. - General Counsel and Secretary
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Patricia E. Scholl

County: DALLAS

Commission Expires: DECEMBER 05, 2014



NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 123 inclusive, including any addenda # 1 to # 4 exhibit(s) # 1 to # 2, attachment(s) # to # N/A, and/or appendices # A to #, N/A in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

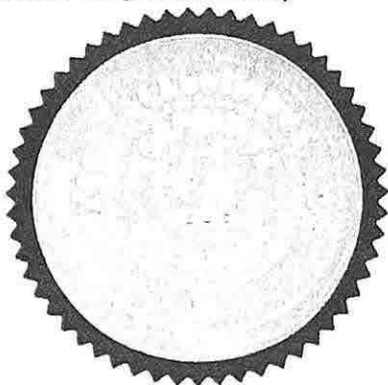
Company: Tyler Technologies, Inc.

Signature: 

Name: Jeff Puckett

Title: Vice President - Sales Date: June 25, 2014

(Affix Corporate Seal)



Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please see the attached sheet.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Please see the attached sheet.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Tyler Technologies currently provides the case management system, Odyssey, that is used by all Fulton County courts.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local

government, or private entity during the last three (3) years?

Circle One:

YES

☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.


Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25th day of June, 2014

Jeff Puckett June 25, 2014
(Legal Name of Proponent) (Date)

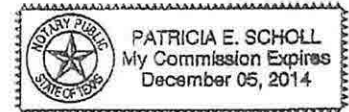
 June 25, 2014
(Signature of Authorized Representative) (Date)

Vice President - Sales
(Title)

Sworn to and subscribed before me,

This 25 day of JUNE, 2014

Patricia E. Scholl
(Notary Public) (Seal)



Commission Expires December 5, 2014
(Date)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Tyler's principle officers are an effective combination of industry professionals with entrepreneurial backgrounds and Fortune 500 experience. The information requested on each of Tyler's principal officers is presented below:

Name	John M. Yeaman
Title	Chairman of the Board
Address	5101 Tennyson Parkway Plano, TX 75024
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	John.Yeaman@tylertech.com

Name	John S. Marr, Jr.
Title	President and Chief Executive Officer; Director
Address	370 US Route 1 Falmouth, ME 04105
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	John.Marr@tylertech.com

Name	Dustin R. Womble
Title	Executive Vice President; Director
Address	5519 53rd St. Lubbock, TX 79414
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	Dustin.Womble@tylertech.com

Name	Brian K. Miller
Title	Executive Vice President; Chief Financial Officer and Treasurer
Address	5101 Tennyson Parkway Plano, TX 75024
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	Brian.Miller@tylertech.com

Name	H. Lynn Moore Jr.
Title	Executive Vice President and General Counsel
Address	5101 Tennyson Parkway Plano, TX 75024
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	Lynn.Moore@tylertech.com

Name	Bruce Graham
Title	President, Courts and & Justice Division
Address	5101 Tennyson Parkway Plano, TX 75024
Telephone Number	(972) 713-3700
Fax Number	(972) 713-3777
E-mail Address	Bruce.Graham@tylertech.com

2. *Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.*

Over the past five years, Tyler has grown and continues to be the largest national provider of integrated software systems and information technology services exclusively focused on the public sector. Experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. Conversely, we believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy. Tyler continually invests in our products and people – further enhancing our strong competitive position and enabling Tyler to gain even more ground.

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

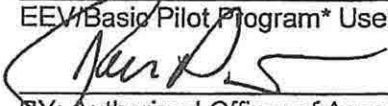
FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] Tyler Technologies, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

43510

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent

(Insert Contractor Name)

Vice President - Sales

Title of Authorized Officer or Agent of Contractor

Jeff Puckett

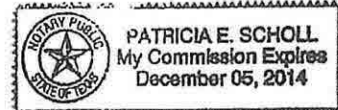
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17 day of July, 2014.

Notary Public: Patricia E. Scholl

County: DALLAS

Commission Expires: DECEMBER 5 2014



*O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Tyler is not proposing any subcontractors on this project. Our proven eFiling solution and implementation approach will allow Fulton County to have a single organization to hold accountable for completion of this important project.

Proposal Forms

The proposal forms have been completed and included on the following pages. Please note the information regarding the forms below.

- **Georgia Security and Immigration Subcontractor Affidavit** - Tyler does not anticipate the need for any subcontractors in this engagement and is the sole respondent for this proposal.
- **Local Preference Affidavit** - Tyler does not currently have an office in the Atlanta area and is not eligible to receive local preference points.
- **Service Disabled Veteran Preference Affidavit** - Tyler is not seeking to qualify for Service Disabled Veterans Preference.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] behalf of Fulton County Government has registered with and is participating in a federal work authorization program^{*} [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{1*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Tyler Technologies, Inc.


Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Certificate of Existence

Professional License Number: N/A

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 
Jeff Puckett - Vice President, Sales

Date: June 25, 2014

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Karen C Handel, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

TYLER TECHNOLOGIES, INC.

Foreign Profit Corporation

was formed or was authorized to transact business on 02/28/2005 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 20th day of October, 2008

Karen C Handel
Secretary of State

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME) (Affix corporate seal here, if a corporation)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

Tyler Technologies is not eligible to receive local preference points.

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-361, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the businesses is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-361(e), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME) (Affix corporate seal here, if a corporation)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

Tyler Technologies is not seeking to qualify for the Service Disabled Veteran Business Enterprise preference.

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Jeff Puckett),
Name

Vice President - Sales Tyler Technologies, Inc.
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: 

ADDRESS: 5101 Tennyson Parkway, Plano, TX 75024

TELEPHONE NUMBER: (972) 713-3770

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	10	0	1	0	9	0	0	0	0	0	0	0	0	0	0	0	1	0
FIRST/MID LEVEL OFFICIALS and MANAGERS	51	10	9	1	42	9	3	0	3	1	0	0	3	0	0	0	0	0
PROFESSIONALS	224	107	52	38	172	69	15	12	13	9	0	1	19	11	2	0	3	5
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	10	3	2	0	8	3	0	0	0	0	0	0	2	0	0	0	0	0
ADMINISTRATIVE SUPPORT WORKERS	2	8	1	1	1	7	1	0	0	1	0	0	0	0	0	0	0	0
CRAFT WORKERS	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	298	128	67	40	233	88	19	12	16	11	0	1	24	11	2	0	3	5

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Tyler Technologies, Inc. – Courts & Justice Division

5101 Tennyson Parkway, Plano, TX 75024

972-713-3770

✓

Bidder/Proposer

Subcontractor

Jeff Puckett – Vice President

Date Completed: June 25, 2014

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: Tyler Technologies, Inc.

ITB/RFP Number: 14RFP93286A-CJC

Project Name or Description of Work/Service(s): E-Filing System for Superior Court Clerk,
State Court, Magistrate Court and Probate Court

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not X a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

Tyler is not proposing any subcontractors and will carry out 100% of the work on this project.

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement. N/A
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: N/A

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: N/A
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.

--

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

Tyler is not proposing any subcontractors and will carry out 100% of the work on this project.

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

Tyler Technologies is not proposing any subcontractors on this project.

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

Tyler Technologies, Inc. hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for 14RFP93286A-CJC
(ITB/RFP Number)

E-Filing System for Superior Court Clerk, State Court, Magistrate Court and Probate Court
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: Jeff Puckett Title: Vice President - Sales Date: 6-25-14

Signature: 

Firm: Tyler Technologies, Inc.

Address: 5101 Tennyson Parkway, Plano, TX 75024

Phone Number: (972) 713-3770

Fax Number: (972) 713-3777

Email Address: Jeff.Puckett@tylertech.com

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. 14RFP93286A

Project Name E-Filing System

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Financial Name</u>	<u>Race</u>	<u>Supervision Sex</u>	<u>Decisions</u>	<u>Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Tyler Technologies is not proposing any subcontractors/joint ventures on this project.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)(Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

If awarded this project, Tyler Technologies will provide a completed utilization report as the prime contractor.



5101 Tennyson Parkway
Plano, Texas 75024

P: 972.713.3770
F: 972.713.3777

www.tyler-tech.com

Equal Business Opportunity Plan (EBO Plan)

As outlined in this proposal, Tyler does not anticipate the use of subcontractors to deliver the scope of this project. Tyler understands and supports Fulton County's encouragement to team and partner with minority and female businesses to achieve contracting and procurement diversity. Furthermore, if a subcontracting need were to arise during the implementation, Tyler would make every effort to encourage and solicit minority and female business utilization. This desire is congruent with Tyler's corporate vision. Below is additional information regarding Tyler Technologies' Affirmative Action Plan which demonstrates our adherence to these goals.

Tyler Technologies Affirmative Action Plan

Introduction

Tyler Technologies, Inc. (Tyler's Plano Office) has prepared this Affirmative Action Plan (AAP) for the period of August 1, 2013 through July 31, 2014, reaffirming its commitment to the spirit and letter of affirmative action law, including those administered by the U.S. Department of Labor's Office of Contract Compliance Programs (OFCCP). Through the implementation of this plan Tyler's Plano Office continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan Tyler's Plano Office recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

Equal Employment Opportunity

In keeping with Tyler's commitment to the personal dignity of employees, each individual has the right to be treated with courtesy and respect. Tyler is an Equal Opportunity employer and seeks to prohibit discrimination and to promote equality in its employment policies and practices.

Management and supervisory employees are responsible for making decisions affecting employees without regard to race, religion, color, sex, sexual orientation, marital status, creed, national origin, citizenship status, age, disability, veteran's status and any other status protected under local, state or federal laws. This includes decisions regarding all aspects of the employment relationship including recruitment, selection, promotion and transfers, performance appraisals, compensation and termination.

These policies are implemented in compliance with applicable federal, state and local nondiscrimination and affirmative action laws and regulations.

All employees in their daily associations with other employees are expected to comply with Tyler's policy on non-discrimination.

Any employee or job applicant who believes that he or she has been subjected to discrimination by employees, officers, or agents of Tyler is requested to report the incident or complaint to Human Resources or directly to the Company President who will investigate and attempt to resolve the matter.

External Dissemination of EEO Policy

1. In solicitations or advertisements for employees placed by or on its behalf, Tyler's Plano Office complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
 - a. Tyler's Plano Office states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. 41 C.F.R. § 1.41(a).
 - b. Tyler's Plano Office uses display or other advertising that includes an appropriate insignia prescribed by the Deputy Assistant Secretary, subject to the provisions of 18 U.S.C. § 701. 41 C.F.R. § 1.41(b).
 - c. Tyler's Plano Office uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, or national origin. 41 C.F.R. § 1.41(c).
 - d. Tyler's Plano Office uses a single advertisement in which appears in clearly distinguishable type the phrase "an equal employment opportunity employer." 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
2. The following exemplify the methods and locations Tyler's Plano Office may use in its ongoing efforts to ensure continuing dissemination of its policy and plan, although Tyler's Plano Office may not always use all of the below methods, and it may use other methods not listed below:



5101 Tennyson Parkway
Plano, Texas 75024

P: 972.713.3770
F: 972.713.3777

www.tyler.com

- a. Tyler's Plano Office notifies subcontractors, suppliers and vendors of the policy about both its obligations to equal employment opportunity and about Tyler's Plano Office's plan.
 - b. Tyler's Plano Office advises recruitment sources, minority and female organizations, community agencies, leaders, secondary schools and colleges annually in writing of its commitment to this policy and plan. Tyler's Plano Office informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, and national origin.
 - c. Tyler's Plano Office communicates with the state employment security office in writing regarding the policy.
 - d. Tyler's Plano Office advises prospective employees of the existence of the AAP and makes pertinent portions of it available upon request, during regular business hours.
3. In addition, Tyler's Plano Office incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes and such other contracts and subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41. C.F.R. § 60-1.4 (a) - (c) (unless exempted under 41 C.F.R. § 60-1.5).

FULTON COUNTY

First Source Jobs Program Information

Company Name: Tyler Technologies, Inc.

Project Number: 14RFP93286A-CJC

Project Name: E-Filing System for Superior Court Clerk, State Court, Magistrate Court
and Probate Court

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. N/A - Tyler does not anticipate the creation of additional jobs as a result of this contract.

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 1

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 2

If awarded this project, Tyler Technologies will provide a completed First Source Jobs Program Agreement.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

Electronic Filing System Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State
or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General	Aggregate
\$2,000,000		
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. PROFESSIONAL LIABILITY (Errors & Omission) Each Occurrence
\$2,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department

130 Peachtree Street, S.W.

Suite 1168

Atlanta, Georgia 30303-3459

Certificates must list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT


Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Tyler Technologies, Inc.

SIGNATURE: _____

A handwritten signature in black ink, appearing to read "Jeff Puckett", is written over a horizontal line. An asterisk is located at the end of the line.

NAME: Jeff Puckett

TITLE: Vice President - Sales

DATE: June 25, 2014

*Except as modified by, taken exception to, and as otherwise provided in Tyler's proposal.

EXHIBIT H

ELECTRONIC FILING AGREEMENT TERMS AND CONDITIONS



Electronic Filing Agreement

This Electronic Filing Agreement ("e-File Agreement") is entered into by and between Tyler Technologies, Inc. ("Tyler") and Fulton County, a political subdivision of the State of Georgia (the "Client"). This Agreement shall become effective on the 1st day of January, 2015 (the "Effective Date").

WHEREAS, The Client desires to obtain a license to use Tyler's electronic filing system to receive, transfer, maintain, and provide access to electronic documents for the benefit of the Client and Tyler's online payment gateway to process credit card payments made through the electronic filing system; and

WHEREAS, Tyler desires to license its electronic filing system and online payment gateway to the Client, subject to the terms and conditions set forth in this e-File Agreement.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this e-File Agreement, Tyler and Client agree as follows:

A. Tyler shall furnish the services; and the Client shall pay the fees and comply with the additional obligations described in this e-File Agreement.

B. This e-File Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this e-File Agreement, all of which are incorporated by reference herein:

- Electronic Filing Agreement Terms and Conditions
- Schedule A – Fees

IN WITNESS WHEREOF, this e-File Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the Effective Date:

TYLER TECHNOLOGIES, INC.

By: [Signature]
Name: Jeff Puckett
Title: Vice President
Date: 2/13/2015

Fulton County

By: [Signature]
Name: JOHN H. EAVES
Title: CHAIRMAN
Date: 2/20/2015

ATTEST

By: [Signature]
Name: MARK MASSEY
Title: CLERK TO THE COMMISSION
Date: 2/20/2015

ITEM # 14-0859 RCS 10/15/2014
RECESS MEETING

Electronic Filing Agreement Terms and Conditions

1. LICENSE

1.1. Licenses.

1.1.1 eFiling System License. Tyler hereby grants to the Client a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third party Software) to use the Odyssey File & Serve System for the Client's internal operation by an unlimited number of Authorized Users and Registered Users; provided, however, that Authorized Users and Registered Users may be required to accept a "click-thru" license prior to use of the e-Filing System. The foregoing license (and right to sublicense) shall be automatically revoked upon the expiration or termination of this e-File Agreement.

1.1.2 Payment Processing License. Tyler hereby grants to the Client a non-exclusive, royalty-free, revocable to use the Tyler Online Gateway Application (TOGA) for the Client's internal operation of processing and accepting certain Card payments through the Tyler eFiling System. The foregoing license shall be automatically revoked upon the expiration or termination of this e-File Agreement.

1.2 Restrictions. Unless otherwise expressly set forth in this e-File Agreement or otherwise agreed in writing by Tyler, the Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the e-Filing System or TOGA, or (b) sublicense, transfer, rent, lease, or perform any Unauthorized Use of the e-Filing System or TOGA.

1.3 Embedded Third party Software. The license grant set forth in Section 1.1 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. Tyler shall pass through to the Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third party Software. The Client shall be responsible for procuring and paying for all System Requirements.

2. PAYMENT PROCESSING

2.1 When Registered Users of the eFiling System pay Filing Fees and related charges through TOGA, Client may be the recipient of a Card funded payment. As a condition of accepting Card funded payment, the Associations require that Client (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Client submits through TOGA.

2.2 Client shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Client agrees to comply with Association Rules as they pertain to Transactions Client submits for processing TOGA.

2.3 Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Client shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Client; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Client's existing Member Bank Agreement, then Client shall have the right to terminate this Processing Agreement.

2.4 Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Client.

2.5 Chargebacks. Chargebacks shall be paid by Client in accordance with the Member Bank Agreement. Fees related to any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any transactions submitted by Client should be withdrawn by Member directly from Client's Merchant Bank Account; however, in the event Member assesses any such fees to Tyler, Tyler shall be entitled to invoice Client for the same.

2.6 Retrieval Requests. Client is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data

for at least 18 months from the date of the respective Transaction. Client is responsible for any Chargebacks that result from Client's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

3. SCOPE OF SERVICES

3.1 Tyler Duties. Tyler shall perform such Services as set forth in the Implementation Plan, which in any event shall include providing such services that:

3.1.1 enable Registered Users to file electronically Documents with the Client under the e-Filing System for the case types, filing types, and Client locations set forth on Schedule A;

3.1.2 enable the Authorized Users to access the e-Filing System;

3.1.3 train all Registered and Authorized Users as set forth in the Implementation Plan;

3.1.4 maintain and display the Client's instructions for users to successfully complete an e-file transaction; and

3.1.5 enable Registered Users to make electronic payment through TOGA of Filing Fees and related charges for use of the eFiling System;

3.1.6 provide data center management, including servers and network access to the e-Filing System;

3.1.7 provide short-term storage of filed Documents for retrieval by Registered and Authorized Users for not less than eighteen (18) months from the date such Documents were filed; and

3.1.8 provide help-desk services to Registered and Authorized Users.

3.1.9 ensure that the E-filing System remains fully compatible with Odyssey case management system.

3.2 Client Duties. The Client shall use reasonable efforts to assist Tyler in the performance of the Implementation Plan, including:

3.2.1 designating Tyler as the official e-filing provider for the Client;

3.2.2 cooperating with Tyler in the installation and maintenance of the e-Filing System;

3.2.3 providing Tyler personnel with access to Client facilities; provided, however, that such personnel comply with the Client's work rules and regulations as disclosed in writing to Tyler;

3.2.4 creating broad public notice and awareness of the e-Filing System within the respective attorney community;

3.2.5 cooperating with Tyler in the training of all attorneys, judges, and Client staff in the most effective use of the e-Filing System;

3.2.6 providing Tyler with a copy of all applicable rules governing electronic filing of Documents with the Client, and if no such rules are in effect on the Effective Date, the Client shall use its reasonable efforts to promptly adopt guidelines and obtain any necessary legislative or Client rules governing electronic filing of Documents with the Client;

3.2.7 executing a Member Bank Agreement for the settlement of Transactions and maintaining the same during the Term;

3.2.8 providing the necessary infrastructure including, without limitation, Client servers, data storage, and networks to receive and store e-filed Documents within the Client's production Odyssey case management system.;

3.2.9 providing Tyler with a detailed listing of the Filing Fees and timely advance notice (which, in any event, shall not be less than thirty (30) days) of any change in the Filing Fees.

4. FEES, COSTS, AND REVENUE

4.1 Implementation Fees. Tyler's fees and expenses associated with the Services shall be billed as set forth on Schedule A.

4.2 Collection of Filing Fees. The eFiling System shall provide for collection from Registered Users of all Filing Fees for Documents filed pursuant to this e-File Agreement. Filing Fees shall be paid to

the Client directly by the Member according to the Member Bank Agreement. Tyler may terminate or suspend access rights for Registered Users of the e-Filing System who fail to pay all amounts owed associated with a filing through the eFiling System in a timely manner. Tyler shall not accept any Document for filing unless it is accompanied by the required Client Filing Fee. Credit card fees are not deducted from any Filing Fees paid to the Client. The Client shall be responsible for any refunds and/or credits to Registered Users of the e-Filing System for any Filing Fee.

4.3 Use Fees. In consideration for the license and use of Tyler's eFiling System, Tyler shall assess to Registered Users and collect the Use Fees provided in Schedule A. The Use Fees collected by Tyler shall be subject to division between Tyler and Client as provided in Schedule A. Tyler shall withhold its share of the Use Fees and shall remit payment of any remaining fees to the Court after any credits for refunds and/or credits paid to Registered Users as provided in Schedule A..

4.4 Processing Fees. For payments that are submitted through TOGA, a fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card ("Convenience Fee"). The Convenience Fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

4.5 Additional Services. In the event the Client desires additional services (e.g., customization or modification of the e-Filing System), Tyler shall provide a written estimate of such services, which shall be at Tyler's then current time and materials rate. Tyler shall not initiate any additional services unless a written authorization order is executed by both parties. During the implementation of the eFiling System, Tyler will work with Client to develop specifications for potential development related to service of process by mail.

4.6 Invoice and Payment. For any fees or expenses herein where Tyler is required to directly invoice the Client, Tyler shall invoice the Client for such fees and expenses on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of fees, services and expenses. Following receipt of a properly submitted invoice, the Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency.

4.7 Taxes. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any software or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this e-File Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date and based upon or measured by Tyler's cost in acquiring or providing products and/or services hereto.

5 TERM AND TERMINATION

5.1 Term. This e-File Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years (the "Term"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall automatically extend for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 5.

5.2 Termination for Cause. Either party may terminate this e-File Agreement for "Cause"; provided, however, that such party follows the procedures set forth in this Section 5.2. For purposes of this Section 5.2, "Cause" means either:

5.2.1 a material breach of this e-File Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach;

5.2.2 the failure by either party to timely pay when due any monies owed to the other party under this e-File Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after receiving written notice of the other party's intent to terminate for failure to pay;

5.2.3 breach of Sections 8 or 9;

5.2.4 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.

No party may terminate this e-File Agreement under this Section 5.2 until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with time to cure such alleged breach as set forth in this Section 5.2, and cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

5.3 Change in Legal Requirements. If the obligations imposed upon either party under this e-File Agreement are materially changed pursuant to statute or Court mandate (including, without limitation, local court rules and state supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this e-File Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes, then either party may terminate this e-File Agreement upon ninety (90) days written notice to the other party.

5.4 Termination for Lack of Appropriations. The terms of this e-File Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the Legislature for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the Legislature, or are discontinued by the Legislature, this Agreement shall terminate upon written notice being given by Client to the Tyler. In the event Client terminates this Agreement pursuant to this Section 5.4, Client shall pay Tyler for all services performed and goods delivered at the rates specified herein up through the date of such termination. The Client represents that it is a government agency or instrumentality, and that the Client has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make any initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during the Client's current fiscal year.

5.5 Effect of Termination. Upon termination or expiration of this e-File Agreement, (a) the Client's license to use the e-Filing System and TOGA shall immediately terminate and the Client shall immediately discontinue their use, (b) Tyler's right to use Documents for any purpose shall terminate, and (c) each party shall return all products, documentation, Confidential Information, and other information disclosed or otherwise delivered to the other party prior to such expiration or termination. Notwithstanding the foregoing, for a period of ninety (90) days after the effective date of any termination or expiration of this e-File Agreement, the Client shall have the right to download, from a file transfer protocol site designated by Tyler, electronic versions of all Documents and Information related to the Client that are available on the e-Filing System. At the end of the ninety days, Tyler shall certify to the Client that no Documents (or any copies) reside on its system, in any form or format.

6 AUTHORIZED USER SERVICE ACCESS

6.1 Authorized User Access. Subject to the restrictions and conditions set forth herein, Tyler shall provide Authorized Users with access to the e-Filing System solely to perform the work of the Client at no cost. The Client shall provide Tyler with a list of all Authorized Users, indicating the access level of each Authorized User. The Client shall promptly notify Tyler of any changes in the identities or number of Authorized Users, along with the appropriate access levels.

6.2 Minimum Access. Subject to the restrictions and conditions set forth herein, Tyler agrees to:

6.2.1 enable any Authorized User to access and use the Documents and Information available through the e-Filing System via Client-owned personal computers in connection with the Client's normal Client processes;

6.2.2 enable any Authorized User to receive, copy, store, and upload the Documents and Information available through the e-Filing System in connection with the Client's normal Client processes; and

6.2.3 enable any Authorized User to use the User Documentation as reasonably required in connection with the exercise of the rights granted under 6.2.1 and 6.2.2 of this Section 6.2.

6.3 **Original Documents.** Notwithstanding anything in this e-File Agreement to the contrary, the Client shall be responsible for internally maintaining, with appropriate safeguards, the Original Documents filed with the Client through the e-Filing System.

7 GENERAL RESTRICTIONS AND LIMITATIONS

7.1 **Restricted Access to the e-Filing System.** The Client shall not allow or authorize any person (including, without limitation, employees, contractors, consultants, and agents) or entity to:

7.1.1 access and use the Documents or Information through the e-Filing System, other than Authorized Users;

7.1.2 receive, copy, store, search, upload, distribute, and make available the Documents or Information available through the e-Filing System, other than Authorized Users;

7.1.3 remove, obscure or alter any Proprietary Rights notice related to the e-Filing System; or

7.1.4 engage in any Unauthorized Use.

7.2 **Equipment and Facilities.** The Client is solely responsible for providing, installing, and maintaining, at its expense, all equipment, facilities and services necessary for the Client's employees to access and use the e-Filing System, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access as may be required for uninterrupted access to and use of the e-Filing System in accordance with the System Requirements. The Client is also solely responsible for providing all consumable supplies necessary to enable use of the e-Filing Services by its employees. Tyler shall provide the Client with at least 90 days written notice if new or upgraded hardware, equipment or software will be required to maintain the Electronic Link.

7.3 **Passwords.** Tyler shall issue an Authorized User Identification to each Authorized User for access to and use of the e-Filing System. The Client is solely responsible for and shall use commercially reasonable efforts to ensure the security and maintain the confidentiality of all Authorized User Identifications. The Client shall promptly notify Tyler of any Unauthorized Use of any Authorized User Identification or any other breach of security known to it. In the event of any Unauthorized Use or breach of security by an Authorized User, the Client shall take all actions reasonably requested by Tyler to terminate such Unauthorized Use or breach of security. When any Authorized User leaves the employment of the Client or no longer needs access, the Client is responsible for notifying Tyler and/or denying access to the e-Filing System. In the event that Tyler must do any additional work with respect to a breach of security under this paragraph, Tyler shall be compensated by Client for its reasonable time and effort.

7.4 **Modifications.** Tyler may alter or modify the e-Filing System, including portions thereof, from time to time, without notice. Such alterations and modifications, or both, may include, without limitation, the addition or modification of features, data, information, products, services, software or change in instructions. Tyler shall provide the Client with reasonable advance notice of any substantial modification to the user interface for the e-Filing System. In the event of a modification under this Section 7.4 requires downtime of the e-Filing System, such reasonable downtime, not to exceed 48 hours, shall not constitute a breach of this e-File Agreement so long as the Client receives reasonable advance written notice of such downtime. Every effort shall be made to schedule modifications and maintenance outside the normal business hours of the Court.

8 PROPRIETARY RIGHTS

8.1 **Tyler Proprietary Rights.** The e-Filing System, TOGA, User Documentation, Tyler's Technology and Tyler's Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of Tyler. No title to or ownership of the e-Filing System, TOGA, User Documentation, Tyler's Technology or Tyler's Web Site, or any

Proprietary Rights associated therewith, are transferred to the Client or any third party under this e-File Agreement.

8.2 **Protection of Proprietary Rights.** The Client shall not knowingly infringe upon or violate Tyler's Proprietary Rights and agrees to take reasonable steps and precautions to protect those rights. Without limiting the generality of the foregoing, the Client shall (a) maintain reasonable access and use restrictions to prevent Unauthorized Use by its employees; (b) not intentionally make the e-Filing System, TOGA or Tyler's Technology available to any third party who is not an Authorized User without the prior written consent of Tyler; and (c) otherwise use commercially reasonable efforts to prevent Unauthorized Use.

8.3 **Documents, Information Database.** Subject to the rights granted to Tyler under this e-File Agreement, the Client retains all rights it possesses in and to the Original Documents, the Information, and the Information Database. Neither the Client nor, to the Client's knowledge, any other party claim any copyright in any Documents, Information or the Information Database. Under the terms of this e-File Agreement, Tyler has no additional ownership rights, including any right to resell, recombine, reconfigure or retain the Documents, Information, Information Databases, or Original Documents transmitted to or from the Client.

9 CONFIDENTIALITY

9.1 **Protection of Confidential Information.** Neither party shall voluntarily disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information of the other party, without such party's prior written consent, for any purpose other than the performance of this e-File Agreement, except: (i) as may be required by law, regulation, judicial, or administrative process; or (ii) as required in litigation pertaining to this e-File Agreement. Each party shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1.

9.2 **Judicial Proceedings.** If either party 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 Confidential Information of the other party, then such party shall provide prompt written notice of such request or requirement so that the appropriate party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this e-File Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing party, the receiving party nonetheless is legally compelled to disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the receiving party may, without liability herein, disclose to such court or tribunal only that portion of Confidential Information which the court requires to be disclosed, provided that the receiving party uses reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information by such court or tribunal.

9.3 **Security.** In performing its duties hereunder, Tyler shall: (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Confidential Information of the Court, and the computing, processing and storage devices used to process, maintain, store, and transmit the Confidential Information of the Court; (b) when decommissioning computing, processing and storage devices that contained or could have contained Confidential Information of the Court, Tyler will securely dispose of all such computing, processing and storage devices and will promptly provide the Court with a Certificate of Destruction upon request; and (c) promptly report to the Court any security incident (meaning "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system") of which Tyler becomes aware, including but not limited to any known or suspected unauthorized access, use or disclosure of Confidential Information of the Court.

10 REPRESENTATIONS AND WARRANTIES

Tyler covenants, represents, and warrants the following:

10.1 Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any Embedded Third Party Software.

10.2 Disclaimer of Certain Performance Related Potential Issues. Tyler disclaims any and all liability for any losses or damages incurred by the Client or any Registered User or Authorized User for any of the following:

10.2.1 Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within Tyler's exclusive control;

10.2.2 Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including, but not limited to, any Tyler supplied telephone or electronic transmission lines in use) that results in the inability to reach Tyler for the purpose of document transmission or receipt;

10.2.3 Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or intentional or willful misconduct of Tyler or its employees or agents;

10.2.4 Performance, nonperformance or timely performance of any Member or third-party involved in settlement of Transactions;

10.2.5 Any alteration or destruction of material transmitted through Tyler's Services;

10.2.6 Alteration or destruction of information on the Client's computer service or elsewhere resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;

10.2.7 The speed, access, security, or delivery of documents via the Internet;

10.2.8 Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

10.2.9 Any actions of any third party who is not an employee or agent of Tyler.

Notwithstanding anything in this Section 10 to the contrary, the Client acknowledges that Tyler does not edit, and cannot verify, the completeness, propriety or accuracy of any Information available through the e-Filing System or submitted thereto. Tyler has no control over the contents of any Document filed with the Client through the e-Filing System and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Document.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS E-FILE AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF CLIENTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH TYLER SERVICES.

11 LIMITATION OF LIABILITY

THE LIABILITY OF TYLER TO THE CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS E-FILE AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE AMOUNT OF FILING FEES REQUIRED TO BE PAID TO THE CLIENT HEREUNDER FOR THE PRIOR ONE YEAR PERIOD. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE TO THE CLIENT (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE CLIENT'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT 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 E-FILE AGREEMENT, IRRESPECTIVE OF

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

12 INDEMNIFICATION

12.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this e-File Agreement, Tyler shall defend, indemnify, hold, and save harmless the Client, and each of its personnel, agents, successors, and assigns, from and against any and all Claims for bodily injury or property damage sustained by or asserted against the Client 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 the Client 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 the Client, its agents, contractors, subcontractors, or employees.

12.2 Intellectual Property.

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

12.2.2 If the e-Filing System and/or TOGA becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion:

12.2.2.1 promptly replace the e-Filing System and/or TOGA with a compatible, functionally equivalent, non-infringing system; or

12.2.2.2 promptly modify the e-Filing System and/or TOGA to make it non-infringing; or

12.2.2.3 promptly procure the right to use the e-Filing System and/or TOGA as intended.

13 INSURANCE

Tyler shall provide, upon the written request of the Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage: (a) Industrial/Workers' Compensation Insurance protecting Tyler from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this e-File Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

14 DISPUTE RESOLUTION

Disputes arising out of, or relating to, this e-File Agreement shall first be discussed by the parties' project managers. Any dispute that cannot be resolved within five (5) Business Days by the project manager (or such other date as agreed upon by the project managers) shall be referred to a senior executive of the Client and Tyler's President of Courts and Justice Systems Division, at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section 14 are confidential and

shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions, the parties shall submit the matter to mediation or other mutually agreeable form of alternative dispute resolution. The foregoing shall not apply to claims for equitable relief under Section 8 or Section 9.

15 MISCELLANEOUS

15.1 Assignment. Neither party may assign this e-File Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, except that Tyler may, without such prior written consent, assign this e-File Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

15.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

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

15.4 Status of Tyler. Notwithstanding any other provisions of this Agreement, Tyler, and its agents and employees, are independent contractors performing professional services for Client and are not employees of Client. Tyler, including its agents and employees, shall not, by virtue of this Agreement, accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Client. Tyler acknowledges that all sums received under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

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

15.6 Entire Agreement. This e-File Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

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

15.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this e-File Agreement shall remain valid and enforceable according to its terms.

15.9 Governing Law. Any dispute arising out of or relating to this e-File Agreement or the breach thereof shall be governed by the laws of the state of the domicile of the Client, without regard to or application of choice of law rules or principles.

15.10 Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this e-File Agreement. The Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. The Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Confidential Information not otherwise required to be provided to the Client as a part of this e-File Agreement. Tyler shall make such books and records available to the Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at the Client's sole expense.

15.11 No Third Party Beneficiaries. Nothing in this e-File Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

15.12 Force Majeure. No party to this e-File Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this e-File Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

15.13 Equitable Relief. Each party covenants, represents, and warrants that any violation of this e-File Agreement by such party with respect to its respective obligations set forth in Section 8 or 9 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15.14 Survival. The following provisions shall survive after the Term of this Processing Agreement: 8; 9; 11; 14; and 15.

16 DEFINITIONS

16.1 "ACH Service" means payment of Filing Fees to the Client through the Automated Clearing House payments system in accordance with the terms and subject to the conditions of the ACH Process Terms & Conditions, which is attached hereto as Schedule A2.

16.2 Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

16.3 Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

16.4 "Authorized User" means any employee, consultant, or contractor of the Client who is authorized to use the e-Filing System in the performance of his/her duties for the Client.

16.5 "Authorized User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the e-Filing System.

16.6 Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Client accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

16.7 Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

16.8 Chargeback means a reversal of a Card sale Client previously presented pursuant to Association Rules

16.9 "Claims" means any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

16.10 "Confidential Information" means, with respect to Tyler, all information, reasonably subject to protection under applicable law, 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 the Client'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, works of visual art, business documents, contracts, licenses, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data, and other information reasonably subject to trade secret protection under applicable state statutes. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the Client in breach hereof; (b) becomes available to the Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by the Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by the Client independently of any disclosures made by Tyler.

- 16.11 "Documents" mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents filed with the Client through Tyler's e-Filing System.
- 16.12 "e-Filing System" or "Odyssey File & Serve" means Tyler's Odyssey File & Serve electronic filing system to receive, transfer, maintain, and provide access to documents for the benefit of the Client. Tyler's e-Filing System includes (i) all Confidential Information and Proprietary Rights related thereto, (ii) all User Documentation, and (iii) Embedded Third party Software.
- 16.13 "Electronic Link" or "Electronic Window" means the secure electronic connection (via the Internet) between the Client's and Tyler's computer systems.
- 16.14 "Embedded Third party Software" means any software acquired or licensed by Tyler from a third party that is utilized as part of the e-Filing System.
- 16.15 "Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Tyler for users of the e-Filing System.
- 16.16 "Filing Fees" mean any statutory filing or other fees (but not including the Use Fee or convenience fee) associated with filing Documents through the Electronic Link or Electronic Window.
- 16.17 "Implementation Plan" means the implementation plan set forth on Schedule A3 (which may be amended from time to time by agreement of the Parties), which provides for the Services, timetables, and fees and expenses associated with the implementation, training, system configuration, customization, consulting, and other services required for Tyler to make the e-Filing System operational for the Client.
- 16.18 "Information" means any electronic record or electronic representation or electronic data of any Document, as part of the record in a Client case that is transmitted using the e-Filing system.
- 16.19 "Information Database" means any portion of the Client's case management electronic database, which the Client designates for information exchange in a Client case.
- 16.20 Member or Member Bank means an entity that is a member of the Associations.

- 16.21 "Original Documents" mean the official versions of Documents that are filed with the Client through the e-Filing System and are maintained on the Client's computer systems.
- 16.22 "Proprietary Rights" mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.
- 16.23 "Registered Users" means individuals or entities with access, as defined or restricted by the Client, to view or file Documents under the e-Filing System. Registered Users may be required to agree to a "click license" prior to using the e-Filing System.
- 16.24 Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Client has made.
- 16.25 "Services" mean the implementation, training, system configuration, customization, consulting or other services performed and to be performed by Tyler to make the e-Filing System operational for the Client, Authorized Users, and Registered Users, as set forth in the Implementation Plan.
- 16.26 "System Requirements" mean the minimum system requirements necessary for access to and use of the e-Filing System, as such may be amended from time to time by Tyler in its sole discretion.
- 16.27 Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 16.28 Tyler Online Gateway Application or TOGA means Tyler's software application connecting the eFiling System to a payment processor for purposes of transmitting Transaction information
- 16.29 "Tyler's Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, that are proprietary to and used by Tyler in connection with the operation and performance of the e-Filing System and/or TOGA or made available by Tyler to any Authorized User, or any third party through the e-Filing System and/or TOGA.
- 16.30 "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving Tyler's e-Filing System or Confidential Information that is unlawful or otherwise not expressly authorized under this e-File Agreement or in writing by Tyler. Unauthorized Use does not include any use of any Documents by the Client, its employees, consultants, and contractors in the performance of their respective duties, including, without limitation, providing access to Documents to the general public as permitted or required by federal or state statute.
- 16.31 "Use Fee" means all amounts (other than Filing Fees charged by the Client) received by Tyler as set forth on Schedule A1, whether on a transactional or flat-rate basis, for the following types of transactions executed through the e-Filing System:
- 16.31.1 Electronic File Only ("EFO") transactions, which are defined as discrete, separately billable transactions for the electronic filing of Documents;
- 16.31.2 Electronic File and Serve ("EFS") transactions, which are defined as discrete, separately billable transactions for the electronic filing of Documents and electronic service of such Documents on the other case parties; and
- 16.31.3 Service Only ("SO") transactions, which are defined as discrete, separately billable transaction for electronic service of Documents on an unlimited number of other Registered Users.
- 16.32 "User Documentation" means the user manuals, online documentation, and other materials relating to the e-Filing System provided by Tyler to users of the e-Filing System.

**Schedule A
Fees**

FULTON COUNTY SUPERIOR, PROBATE AND STATE AND MAGISTRATE COURTS

Client	Client Locations	Case Types	Filing Types
Fulton County	All	All State, Magistrate, Superior, and Probate Case Types	New cases and subsequent filings on existing cases

1. E-FILING AND E-SERVICE FEES

- a) The Use Fee for each transaction type is set forth in the table below based upon annual filing volume, cumulatively for all Fulton County Courts:

Filings	Greater than: 0	Greater than: 100,000	Greater than: 250,000	Greater than: 500,000	Greater than: 1,000,000
Individual Court Fee	\$1.00	\$1.50	\$2.00	\$2.25	\$2.50
Tyler Fee	\$6.00	\$5.50	\$5.00	\$4.75	\$4.50
Retail Use Fee:	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00

- b) The above fees are per Transaction. A Transaction may include one or more documents filed in the same case at the same time (for example, an Original Petition that also includes three motions would be counted as a single Transaction and would be assessed a single Use Fee). Electronic service shall be provided for an unlimited number of recipients on that filing at no additional cost. Provided however, that Service Only ("SO") transactions, which are defined as discrete, separately billable transactions for electronic service of Documents on an unlimited number of other Registered Users, are billed at \$3.00 per transaction.
- c) Tyler and Client will review on a bi-annual (two times per year) basis the volume of e-filing transactions completed in the four quarters immediately preceding the review to determine the Use Fees from the above chart to be charged in the following six-month period.
- d) In the event that Fulton County chooses to participate in the cooperative master agreement under which Georgia counties may join, the Parties shall execute a letter of intent making Fulton County a participating entity and the pricing discounts based on volume under the master agreement will be applied based on the collective volume of all participating counties. In no event shall the pricing discounts based on volume be less than those set forth in this Agreement.
- e) The share of the Use Fee shall be remitted to each Court on a timetable that matches the remittance of statutory fees. Each Court is responsible for remitting those fees to the County.
- f) The Use Fees shall apply for throughout the Term of this e-File Agreement, unless otherwise agreed to by the Parties in writing.
- g) Client employees who are Authorized Users may use E-File and E-Serve features (e.g. to publish Orders) without charge while conducting business on behalf of the Client.
- h) Government agencies, filers on criminal cases and indigent filers designated by the Client, who are not otherwise required to pay statutory filing fees, may use E-File and E-Serve features without charge. Filers who choose to come to the courthouse to file at a county-provided kiosk may also use the application to E-File and E-Serve without charge. Tyler and Client shall jointly develop written documentation setting forth the criteria that Tyler may use at the time a transaction occurs and at other times to identify such Registered Users who are not otherwise required to pay statutory filing fees.
- i) Tyler will provide services to convert the data, including images and dockets, from the legacy File&Serve Xpress e-filing system into the Odyssey CMS at no additional cost.

- j) The Guide & File solution is included with the e-Filing System at no cost to be used for the creation of forms by self-represented litigants.
- k) Tyler will provide a mail service option. The fee to the Court when it utilizes this option will be \$1.00 per transaction. For non-indigent filers the fee will be \$5.00 and charged directly to Registered Users at the time of filing. The fees collected hereunder are not subject to division between the Client and Tyler.

2. PAYMENT PROCESSING FEES

- a) An initial convenience fee of 3.25% will be assessed to consumers for each electronic payment transaction initiated that flows through the TOGA system when using a credit or debit card. The initial convenience fee is based upon estimated average transaction amounts as of the Effective Date. The convenience fee will be subject to adjustment prospectively based on the actual average transaction value determined on quarterly review using the following price schedule:

<u>Average Transaction</u>	<u>Per Transaction Convenience Fee</u>
\$0.00 - \$50.00	3.75%
\$50.01 - \$100.00	3.50%
\$100.01 - \$500.00	3.25%
\$500.01 - \$1,000.00	3.00%
\$1,000.00 & Above	2.75%

- b) A minimum convenience fee of \$1.00 per transaction will be charged.
- c) Client acknowledges that the pricing set forth in this Schedule A is based on Client's representation as to its volume of Transactions, method of processing, type of business, and interchange qualification criteria. To the extent Client's actual volumes, method, type and criteria differ from this information, Tyler may modify the pricing in this Schedule A with thirty (30) days' prior written notice. In addition, by giving written notice to Client, Tyler may change the above fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Client. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Client.

ACCEPTED CARD TYPES

Visa, MasterCard, Discover, and AMEX will be accepted.

OTHER FEES

A \$20.00 fee shall be assessed for each chargeback transaction received.

CHARGEBACKS AND CREDITS

Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Client Bank Account.

- 3. Implementation Plan.
 - a. The go live schedules for each of the separate courts (State & Magistrate, Superior, and Probate) shall be independent of one another. The implementation and configuration activities for these courts may overlap, but any delays for a particular court will not impact the progress of others. Tyler will provide a detailed project plan that will be refined with Client input upon contract execution. The case types subject to e-filing will be determined by each court.
 - b. The implementation schedule for State and Magistrate Courts is expected to follow the schedule defined in Table 3.B. below. The schedule will be refined and adjusted as needed.

EXHIBIT I

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Software License and Maintenance Agreement

This Software License and Maintenance Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Fulton County, Georgia (the "Client").

WHEREAS, Client desires to engage Tyler to license certain software on the terms and conditions set forth in this Agreement; and

WHEREAS, Client desires to obtain ongoing maintenance and support services with regard to such software;

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 Client agree as follows:

- A. Tyler shall furnish the products described in this Agreement, and Client shall pay the prices set forth in and subject to the terms and conditions of this Agreement; and
- B. Tyler shall provide maintenance and support for the products provided hereby as set forth in the attached Maintenance and Support Services Agreement; and
- C. This Agreement consists of this cover and signature page, the attached Terms and Conditions page and the attached Maintenance and Support Services Agreement.
- D. The term of this Agreement shall remain in effect so long as the Client utilizes Tyler's E-Filing system.

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S FEES
SessionWorks Judge Edition (unlimited site license subject to Section 1.2), which includes software supporting optical character recognition	\$0	\$0
SessionWorks Clerk Edition (unlimited site license subject to Section 1.2), which includes software supporting optical character recognition	\$0	\$0
LICENSE FEE PAYMENT TERMS Net 30 in full upon contract execution.	TOTAL LICENSE FEE \$0	ANNUAL M&S FEES \$0 MAINT. EFFECTIVE DATE

PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT
None. If Professional Services are required by Client, the parties shall separately document those services and any fees associated therewith.			
			TOTAL T&M SERVICES \$0

TOTAL LIC & SERVICES \$0

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date").

CLIENT

Authorized Signature

Name (Print)

JOHN H. EAVES
CHAIRMAN

Title

Date

TYLER TECHNOLOGIES, INC.

Authorized Signature

Name (Print)

Title

Date

MARK MASSEY
CLERK TO THE COMMISSION

ITEM # 14-0859
RECESS MEETING

RCS 10 11/57/2014

Terms and Conditions

1. SOFTWARE PRODUCT LICENSE

1.1. License Grant. In consideration for the License Fee, Tyler hereby grants to Client a non-exclusive, royalty-free, revocable license to use the Software Products for Client's internal administration, operation, and/or conduct of Client's business operations by an unlimited number of users employed by Client on an unlimited number of computers and/or computer stations utilized by Client. Upon Client's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

1.2. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Software Products or (b) sublicense, transfer, rent, or lease the Software Products or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information. The Software Products are licensed to the Client only for use within individual courts within Fulton County, GA that have adopted mandatory efile requirements and utilize Tyler's Odyssey File & Serve system. In the event that Client terminates use of Tyler's Odyssey File & Service agreement, this Agreement shall terminate and any licenses conveyed hereunder shall additionally terminate.

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

1.4. Embedded Third Party Software. The license grant set forth herein includes the right to use any embedded third party software, which shall be accessed and used only in accordance with the terms, conditions, and licenses imposed by the manufacturers and licensors of such embedded third party software. Tyler hereby passes through to Client all warranties granted by the owners and licensors of embedded third party software, if any.

1.5. Title. Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Software Products and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client 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.

2. RESPONSIBILITIES OF TYLER

For the License Fee(s) set forth in the first page hereof, Tyler shall deliver the Tyler proprietary Software Product on Client's equipment and perform the correction of defects, as set forth in the Maintenance and Support Services Agreement.

3. RESPONSIBILITIES OF CLIENT

In addition to the other responsibilities set forth herein, Client shall perform the following: (a) designate an employee of Client as its System Administrator; (b) provide all training of its personnel, except and to the extent this Agreement specifically requires Tyler to provide training; (c) collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product; (d) retain separate copies of records of all data entered into the computer equipment; (e) provide the computer systems into which the Software Product will be loaded; (f) install any Software Product changes or updates into the Software Product, which are supplied by Tyler in accordance with this Agreement; and (g) allow remote access by Tyler for purposes of software support via a secure Microsoft-based connection (VPN). To the extent data conversion is required, Client shall (i) deliver to Tyler legacy data in an electronic SQL, ASCII delimited, or other format requested by Tyler and (ii) provide Tyler with a basic explanation of the delivered legacy data, including data elements and relationship explanations.

4. FEES AND INVOICING

4.1. License Fee. Tyler shall invoice to the Client the License Fee in accordance with the payment terms set forth on the first page of this Agreement, and Client shall pay such License Fee in accordance with Section 4.4.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 4.4.

4.3. Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment. Tyler shall invoice Client for services and associated expenses herein on a monthly basis. 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, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at the 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.

4.5. Taxes. The total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sale and use tax. All such applicable cost, if any, shall be invoiced separately to client, and client shall pay the same.

4.6. 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

5. ACCEPTANCE OF THE SOFTWARE PRODUCT

5.1. Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and the operation of any provision of this Agreement, which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Section 5, Client's sole right and remedy against Tyler therefore shall be to require Tyler to correct the cause thereof.

5.2. Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose ("Operational Use") shall constitute Client's acceptance of the Software Product, without exception and for all purposes.

6. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1. 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 Client'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, operations, manuals, operating data, projections, customer lists and data, sales data, cost data, profit data, financial statements, strategic 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 Client in breach hereof; (b) becomes available to Client 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 Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

6.2. Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client 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, 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. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 6 and shall be responsible for breaches by such persons.

6.3. Judicial Proceedings. If Client 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, Client 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, Client 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, Client 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 Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with 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.

7. LIMITATION OF LIABILITY

THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED TO (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEE SET FORTH HEREIN OR THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER, WHICHEVER IS LESS, OR (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN CLIENTS EXISTING M&S AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TYLER BE LIABLE TO CLIENT FOR (A) INDIRECT, REMOTE, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) FOR ANY DAMAGES WHATSOEVER DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF TYLER, OR (C) DAMAGES RESULTING FROM THE LOSS OF USE, LOSS OR DAMAGE TO CLIENT SOURCE DATA, LOSS OF REVENUES, OR FROM LOSS OR DESTRUCTION OF MATERIALS PROVIDED TO TYLER BY CLIENT.

8. CLIENT INFORMATION

All data provided to Tyler by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. Tyler agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of Tyler and all persons not employed by Tyler.

9. DATA SECURITY

9.1. The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data, as each Client deems necessary for its operations. The term "processing" for the purpose of this Section shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the

Terms and Conditions

media upon which the data is contained, whether it be on paper, disk, tapes, or other media.

9.2. The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

9.3. It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties.

10. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the state of the domicile of Client. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

11. SURVIVAL

Sections 6, 7 and 8 shall survive termination or cancelation of this Agreement.

12. ENTIRETY OF AGREEMENT; AMENDMENTS

12.1. This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

12.2. This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

13. APPROVAL OF GOVERNING BODY

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

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 Client.

WHEREAS, Client desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Software Products.

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

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

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

1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.6. 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.

1.7. 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.

1.8. 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 Client'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 Client's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.9. 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 Client's remote location; or (c) systemic loss of multiple essential system functions.

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

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

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

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

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

1.15. Tyler Holidays means one (1) day for a New Year's 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.

1.16. Enterprise Custom Reporting means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. Client 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. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client 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, Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Client 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 Client Responsibilities. Client 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 Client is unable to establish and maintain an internal help desk, Client 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 Client's servers and data via a Tyler provided VPN connection or other mutually agreeable protocol, provided, however, that Client 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 Client'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 Client 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 Client 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 Client 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 Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Client 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 Client 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 Client 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 Client with technical support to assist Client 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 Client with isolating the source of Licensed Software failure due to Client's hardware or Third Party Software;
- (b) providing recommendations to Client regarding resolution of said non-defect failure(s); and
- (c) providing Client with recommendations 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 Client 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 Client IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the

Client 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 Client and either the immediately preceding Version Release or all Version Releases released to Client 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 Client's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Client at Client's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Client 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 Client 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 Client. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Client'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, Client may immediately escalate the issue to Client's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Client will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Client'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, Client may further escalate the issue to Client'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

Client 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 Client 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 Client and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client 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 Client in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Client at no additional cost.

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

7. FEES

7.1. Annual Maintenance Fee. There is no annual maintenance fee.

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, Client 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 Client-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 Client-Specific Customer Enhancements requested by Client 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. Client 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 Client'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 Client does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend, provided Client is then currently utilizing Tyler's e-Filing application, for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.2.

8.2. Termination by Client at the End of a Term. Client 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. Client 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 Client during

the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

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

9. LIMITATION OF LIABILITY

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

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

10. DISPUTE RESOLUTION

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

11. MISCELLANEOUS

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

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

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

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

APPENDIX A

DEPARTMENT OF INFORMATION TECHNOLOGY REQUIREMENTS AND STANDARDS

APPENDIX A

DEPARTMENT OF INFORMATION TECHNOLOGY REQUIREMENTS AND STANDARDS

APPENDIX - A

Fulton County Department of Information Technology (DoIT) Requirements & Standards

Purchasing & Contract Compliance

Last Revised: February, 2014



Table of Contents

1.0. DoIT Requirements and Standards	1
1.1. Overview and Objectives	1
1.2. Hardware, Software, Infrastructure Standards	1
1.2.1. End-User Software	1
1.2.2. End-User Hardware	3
1.2.3. Enterprise Applications	4
1.2.4. Database Systems & Data Storage	5
1.2.5. Server Hardware Specifications	5
1.2.6. Networks and Telecommunications.....	6
1.2.7. Mobile Communication Devices.....	7
1.2.8. Physical Security.....	7
2.0. Application Programming Interfaces (API) Protocol.....	7
2.1. Testing and Acceptance	7
3.0. Training Requirements.....	10
4.0. End-User Training.....	10
5.0. Administrative/IT Training.....	10
6.0. Product Solution Documentation	10
7.0. Preferred Terms & Conditions	11

A. 1.0. DoIT Requirements and Standards

B. 1.1. Overview and Objectives

The Fulton County Department of Information Technology (DoIT) is a centralized IT Department supporting all departments within Fulton County. DoIT is empowered through Fulton County Code, Policies and Procedures as the agency responsible for establishing, updating, enforcing, and retiring Information Technology (IT) requirements as well as its standards. IT requirements and standards ensure alignment, consistency, and modernization in the selection and maintenance of information systems used within the County. The objective in providing vendors IT requirements & standards are threefold:

1. In order to ensure that IT acquisitions integrate well into Fulton's technology environment facilitating its ability to carry out the business of Fulton County.
2. In order to identify and manage the risk, security exposure, or liability associated with an IT acquisition.
3. As well as, ensuring Fulton County achieves the maximum value from any information technology investment.

Any product solution that relies on the IT system's enterprise infrastructure, connects to the IT network, or depends upon DoIT support must be fully conforming. The requirements & standards provided do not represent a comprehensive view of all the products in use across the County. However, the intent of the list is to convey the primary standards for the major solutions supported by DoIT and/or delivered with IT resources. The County's Chief Information Officer (CIO), in compliance with County Policy 600-61, must approve all procurements comprised of IT components.

C. 1.2. Hardware, Software, Infrastructure Standards

Compliance is mandatory for all hardware and software solutions implemented as defined within requirements and standards guidelines. Proposers must provide a complete understanding of their respective solutions recommended systems architecture and the product solution's Total Cost of Ownership (TCO.)

Proposers must submit complete systems architecture diagrams defining all hardware, software, network, database, components, and their connectivity. In addition, a complete itemized list of costs associated with the aforementioned items must be included.

Proposers must provide complete explanations for each instance of non-conformance and may be subject to further compliance inquiry by DoIT.

1.2.1. End-User Software

Component	Current Standard
Operating System	Windows7, 64-bit
Word Processor	Microsoft Word 2010 , 64-bit
Spreadsheets	Microsoft Excel 2010, 64-bit
Presentations	Microsoft PowerPoint 2010, 64-bit

Collaboration	Microsoft One Note 2010, 64-bit
Database (Desktop)	Microsoft Access 2010 (Non-Shared – Single User Only)
E-Mail Client	<ul style="list-style-type: none"> • Microsoft Outlook 2010, 64-bit • Outlook Web Access (latest release)
Project Management	Microsoft Project Professional 2010 64-bit
Graphics	Microsoft Visio Professional 2010, 64 bit
Web Browser	Microsoft Internet Explorer –IE10
Java	JRE 7u51
Antivirus	Microsoft Forefront Server/Client Security
O/S & Office Suite Patch Management	Remote Patch Management
PDF Files Read/Write	<ul style="list-style-type: none"> • Adobe Acrobat (Read Only) Latest Version • Adobe Acrobat (Read / Write) Latest Version
Other	Must be Approved

Note:

- All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
- DoIT must approve exceptions to the noted standards in advance.

1.2.2. End-User Hardware

Component	Desktop PC	Laptop
Platform	IBM Lenovo M93P, 64-bit	Toshiba Portege Z830-S8301 Ultra Book
CPU	Intel i-Series Processor	Intel Core i5-2557MProcessor
Disk Configuration	500 GB , SATA 7200 RPM hard drive	128GB Serial ATA SSD
Memory	4GB PC3-1333 RAM	4GB DDR3 1333MHz
Interface Card(S)	Ethernet 100/1000	Ethernet 100/1000
Wireless	802.11 a/n/ac wireless, Bluetooth 2.1, V92 Modem	802.11 a/n wireless, Bluetooth 2.1, V92 Modem
Operating System	Windows 7, 64-bit	Windows 7
File System	NTFS	NTFS
Maintenance	3 Year on-site, next business day (24x7x365)	3 Year Depot (24x7x365)

Component	Ultra Book	Tablet
Platform	HP IDS UMA NOWWAN 4540S BNBPC	
CPU	Intel Core i5-3210 Dual Core 4540S-CTO Processor	
Disk Configuration	320 GB , SATA 7200 RPM hard drive	
Media Drive	DVD+/-RW SM DL 4540S	
Memory	4GB 1333MHZ DDR3 1DM 454S RAM	
Monitor	Toshiba 15.6" LED HDSVA AG FCAN 4540S	
Video Card	Intel Integrated Graphics	
Interface Card(S)	Ethernet 100/1000	
Wireless	802.11 a/n wireless, Bluetooth 2.1, V92 Modem	
Operating System	Windows 7	
File System	NTFS	
Maintenance	3 Year on-site, next business day (24x7x365)	
Additional Hardware	Keyboard, Optical Mouse	

1.2.3. Enterprise Applications

Application	Current Standard
ERP	CGI Advantage v3.8.0.2
Databases Supported	<ul style="list-style-type: none">• Oracle 11g R2• MS SQL Server 2012 E/S
E-Mail	<ul style="list-style-type: none">• Microsoft Exchange 2007• Symantec Enterprise Vault 10.0.3• Cisco Ironport E-mail Security
Geographic Information Systems (GIS) Suite	ESRI ArcGIS v10.2

1.2.4. Database Systems & Data Storage

Component	Current Standard
Operating Systems	<ul style="list-style-type: none">• Microsoft Windows Server 2012, Standard and Data Center• Oracle Enterprise Linux v5.7/5.8• Red Hat Enterprise Linux v5.8/6.5
Storage	SAN/NAS
Virtualization	VMWare ESXi v.5.1/5.5, Oracle VM v2.2.2/3.2.7

1.2.5. Server Hardware Specifications

Component	Application Server	Database Server
Type	INTEL	INTEL
Platform	Dell PowerEdge R710/R810; Fujitsu BX960 release	Dell PowerEdge R810/R910; Fujitsu BX900 releases
Power	Dual Redundant	Dual Redundant
Hard Drive Configuration	<ul style="list-style-type: none">• Internal: 2 ea. 73GB 15KRPM serial attached SCSI• Additional Drives (separate enclosure) 5 ea. 300GB 15KRPM serial attach SCSI• RAID1/RAID5	<ul style="list-style-type: none">• Internal: 2 ea. 146GB 15KRPM serial attached SCSI 6Gbps hot plug• Additional Drives (separate enclosure) 5 ea. 300GB 10KRPM serial attach SCSI Hot Plug• RAID1/RAID5
CPU	<ul style="list-style-type: none">• 2 each Intel Xeon X5570• 2.93GHz, 8M Cache• 6.40GT/s QPI, Turbo, HT	<ul style="list-style-type: none">• 4 each Intel Xeon E7540• 2.0GHz, 18MB Cache• 6.4GT/s QPI, Turbo HT• 6 Core @ 1066MHz
Network Interface Cards	4 each. Full Ethernet 100/1000 Base-T	2 each, Dual Port Gigabit (1000Mb) NIC w/TOE iSCSI PCIe.
RAM	<ul style="list-style-type: none">• 48GB (12x4GB), 1066MHz Dual• RDIMMs optimized for 2 processors	<ul style="list-style-type: none">• 128GB (32x4GB)• 1066MHz Quad Ranked• RDIMMs optimized for 4 processors• Power Optimized

HBA	<ul style="list-style-type: none"> • Fiber channel • Dual Qlogic 8GB Optical fiber channel - Model 2460 or better. 	<ul style="list-style-type: none"> • Fiber channel • Dual Qlogic 8Gb Optical fiber channel HBA PCIe
-----	--	---

External Storage Controller	<ul style="list-style-type: none"> • SAS RAID controller - external • PCIe, 256MB Cache (minimum) 	<ul style="list-style-type: none"> • SAS RAID controller - external • PCIe, 512MB Cache (minimum)
Maintenance	<ul style="list-style-type: none"> • 3 Year, 24/7, 4 hour on-site (or NBD if specified) • Parts & labor included. 	<ul style="list-style-type: none"> • 3 Year, 24/7, 4 hour on-site • Parts & labor included
Additional Hardware Requirements	<ul style="list-style-type: none"> • Rails w/ cable management. • Internal DVD+/- RW, SATA drive. 	<ul style="list-style-type: none"> • Rails w/ cable management arm. • Internal DVD+/- RW, SATA drive.

1.2.6. Networks and Telecommunications

Component	Current Standard
Protocols	<ul style="list-style-type: none"> • TCP/IP - Network environment is pure IP • EIGRP - WAN, MAN, Campus, Access & Distribution layer routing protocols • BGP4 - ISP routing protocol • SCCP, H.323 - IP Telephone and Video protocols
Structured Cabling Standard Access Layer Cabling	<ul style="list-style-type: none"> • CAT-5E – Legacy PC and Server Connectivity • CAT-6 – New construction and major renovations where applicable • Single-Mode Fiber – Data Center, Campus, and Metro connections depending on distance • Multi-Mode Fiber - Data Center, Campus, and Metro connections depending on distance
WAN, MAN, Campus & Internet Connection Types	<ul style="list-style-type: none"> • 10Mb & 100Mb Metro Ethernet – New and upgraded WAN & MAN locations • 100Mb Metro Ethernet – Internet connectivity • Gigabit Ethernet – Campus, Access & Distribution uplinks • Gigabit and 10Gigabit – Data Center uplinks & Server connectivity

Closet Power Management	<ul style="list-style-type: none">• UPS Models:<ul style="list-style-type: none">• Smart-UPS 3000 RM XL
-------------------------	---

	<ul style="list-style-type: none"> • Smart-UPS 2200 RM XL • Smart-UPS 3000 RM XL • Smart-UPS 1500 RM XL • Smart-UPS 1400 RM XL • Smart-UPS 8000 RM XL • Smart-UPS RT 8000 XL • Smart-UPS RT 5000 XL • Symmetra LX 16000 RM • All UPS Models – connected via Male-Twist-Lock connector • All UPS Models – equipped with temperature sensors • Monitoring application – Utilizing APC - InfraStruXure Central
Video Conferencing	Polycom/Tandberg, MsLync

1.2.7. Mobile Communication Devices

Device	Current Standard
Blackberry	<ul style="list-style-type: none"> • Galaxy S4

1.2.8. Physical Security

Component	Manufacture	Model
Camera	Cisco	6020 / 6090

D. 2.0. Application Programming Interfaces (API) Protocol

An application-programming interface (API) is a particular set of rules ('code') and specifications that software programs can follow to communicate with each other. The County prefers the use of service-oriented APIs that is not bound to a specific process or system as well as providing remote procedure calls or web services. Comprehensive documentation for APIs and data exchange protocols is subject to acceptance testing and approval. All APIs must conform to version upgrades, O/S upgrades, web browser upgrades, etc.

E. 2.1. Testing and Acceptance

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government:

1. The proposer shall certify in writing to the County that the system is completely installed, meets all requirements, is free of defects, the data conversion is complete and accurate, and the total system (application, file building, conversion, back-up and recovery procedures, etc.) is ready for operation.
2. The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.

3. The proposer shall provide documentation and interface specifics on each interface provided. The burden of proof regarding on how each interface conforms to the IT Standards and Procedures is the responsibility of the proposer.
4. Upon receipt of the letter of certification from the vendor, Fulton County has a minimum of a sixty-day period to commence the process that will either accept or deny the acceptance the letter of certification. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or better.
5. All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
6. Customizations and/or modifications, which are not supported by the Vendor's Standard Annual Support Package, will not be approved.
7. Third Party Hosted solution must provide Fulton County Government with FULL access to the database of the host provider.

- **Acceptance Criteria**

1. The solution meets the current published product specifications and documentation;
2. The solution is capable of running a variety of data on a repetitive basis without failure;
3. The solution meets the requirements and specifications described in this document and the functional requirements described in their bid response or response to RFP;
4. All documentation has been delivered and accurately reflects the operation of the solution;
5. All specified training has been conducted and accepted by Fulton County;
6. The interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
7. Once this acceptance testing is complete, the warranty period begins.

- **System Unavailable Criteria**

1. Any component or module capability is not available to all active workstations.
2. Any feature or specification either required within this document or stated in the proposer's response to bid or RFP does not perform as stated.
3. Conversion of all existing data files is not complete or is incompatible.
4. Interfaces are not complete and working.
5. Reporting features are not available and in compliance with requirements.
6. Training is incomplete or deemed inadequate by DoIT.

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government.

In addition, if the system requires a new install, either manually or automatically, for one hour or greater, the actual down time statistics will reflect the system as an outage.

In the event that the required level of reliability is not demonstrated by the end of the 60 day period, the County may extend the acceptance testing by another sixty (60) days. The Proposer must correct any deficiencies with the system in this time frame. If this extension is permitted, the Proposer shall reinitiate certification by submitting a revised letter of certification to the County specifying the corrections made to the system. The certification process described above will then be repeated.

Final acceptance will be made after the warranty period begins. This period will be a sixty-day (60) period of closely monitored post implementation support provided by the proposer to resolve any issues that may arise after the system has been placed into production.

F. 3.0. Training Requirements

The Vendor shall provide a detailed, documented training plan outlining the agenda regarding training goal, learning objectives, and learning methods. The training plan shall also include any prerequisites required for training for both the end-user and technical support staff. If learning objectives are not met at the end of the training period, the Vendor shall provide alternates means to meet learning objectives.

G. 4.0. End-User Training

End-User Training must identify the types, amounts, duration, and costs. The proposer shall include a plan that results in acceptable training for all levels of the system's operation. The vendor shall recommend best practices and system configuration for effective system set up. Using this information, the vendor will prepare a manual (Softcopy, preferably searchable PDF) that defines the workflow processes and procedures for users. The vendor shall provide a sample of the typical manual or training approach as part of their response.

H. 5.0. Administrative/IT Training

The proposer shall prepare a training plan for IT staff that will enable them to administer and support the system. This plan shall include any courses off-site, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, database, web, and network personnel. Training will include the complete support and custom programming and custom reporting to applicable staff. Describe any prerequisite knowledge or skills required. The proposal must include the cost associated with training.

Additionally, the vendor must clearly define a description of the recommended number and type of staff required to support the system. The skill sets required of each individual should be included in this description. The description of recommended staffing requirements should include all management, technical and functional areas for the ongoing support of the system. The minimum training requirements include, at minimum, two employees in all support roles. The instructional method of "Train the trainer" is not a valid training platform.

During this training, Fulton County will designate senior technical personnel in each class to evaluate the training provided in order to ensure that the training and the instruction provided is sufficient to provide the necessary knowledge and skills. At the end of the first day of any training class, a signoff must be obtained from this designee in order for the proposer to meet this requirement.

6.0. Product Solution Documentation

It is required that the vendor provide an electronic copy, and optionally, a hardcopy of the following documentation. Please list all reproducible (DVD or CD format only) copies of documentation, which is a criteria for system acceptance.

For example:

1. User training manuals for all transactions and functions supported
2. Data Dictionary
3. Data model/entity relationship diagrams and data flow diagrams

4. System module chart (application flow) showing each application module and its relation to the other modules
5. General system design and reference information
6. System transaction flow and control
7. List of all application programs, with summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes
8. Detailed program documentation within each source module
9. Table definitions and record layouts
10. Definition of all system control tables
11. Report and workstation display formats
12. A listing of all "canned" reports complete with full descriptions of these reports
13. The County shall be granted the rights to duplicate documentation for record and training purposes.

7.0. Preferred Terms & Conditions

DoIT has established the following preferred terms & conditions relating to licenses (hardware, software) and support and maintenance agreements. Responses in this section will be referenced in the final contract.