

Date: 1-12-16
29

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17327

Agency Name: DPS-TRAFFIC SAFETY	Legal Entity Name: Tyler Technologies, Inc.
Agency Code: 658	Contractor Name: Tyler Technologies, Inc.
Appropriation Unit: 4688-13	Address: 5519 53rd Street
Is budget authority available?: Yes	City/State/Zip: Lubbock, TX 79414
If "No" please explain: Not Applicable	Contact/Phone: Brett Cate 800-646-2633
	Vendor No.:
	NV Business ID: NV20051167615
To what State Fiscal Year(s) will the contract be charged?	2016-2020

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2015**

Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

The originating contractor (Brazos Technology) was acquired this year by Tyler Technologies, Inc. Although negotiations for this contract began in early 2015, the acquisition created additional and significant negotiations between the State and Tyler Technologies, Inc. which delayed the process until after the previous contract had expired.

3. Termination Date: **11/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **eCitation/Crash App**

5. Purpose of contract:

This is a new contract that continues ongoing software support, maintenance, and hosting of the department's electronic citation and accident report collection system which submits data to the Nevada Citation and Accident Tracking System (NCATS) database.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: based on the Investment Summary in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Public Safety (DPS) must update its current Nevada Citation and Accident Tracking System (NCATS) to keep up with new safety requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DPS or the State does not have the staff, expertise or equipment to support this safety requirement.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

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BUDGET DIVISION

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract provides ongoing software support and maintenance which was contemplated in the original contract awarded by RFP #1818.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided services for the past five years and those services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdibasil	12/11/2015 09:58:56 AM
Division Approval	jdibasil	12/11/2015 09:58:59 AM
Department Approval	jbauer	12/11/2015 10:12:09 AM
Contract Manager Approval	jbauer	12/11/2015 10:12:12 AM
DoIT Approval	csweeney	12/14/2015 08:50:16 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

Brian Sandoval
Governor



James M. Wright
Director

Jackie Muth
Deputy Director

Director's Office

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4808 • Fax (775) 684-4809

Memorandum

DATE: December 10, 2015

TO: James Wells, Director, Governor's Finance Office

THRU: Jim Rodriguez, Budget Analyst, Governor's Finance Office

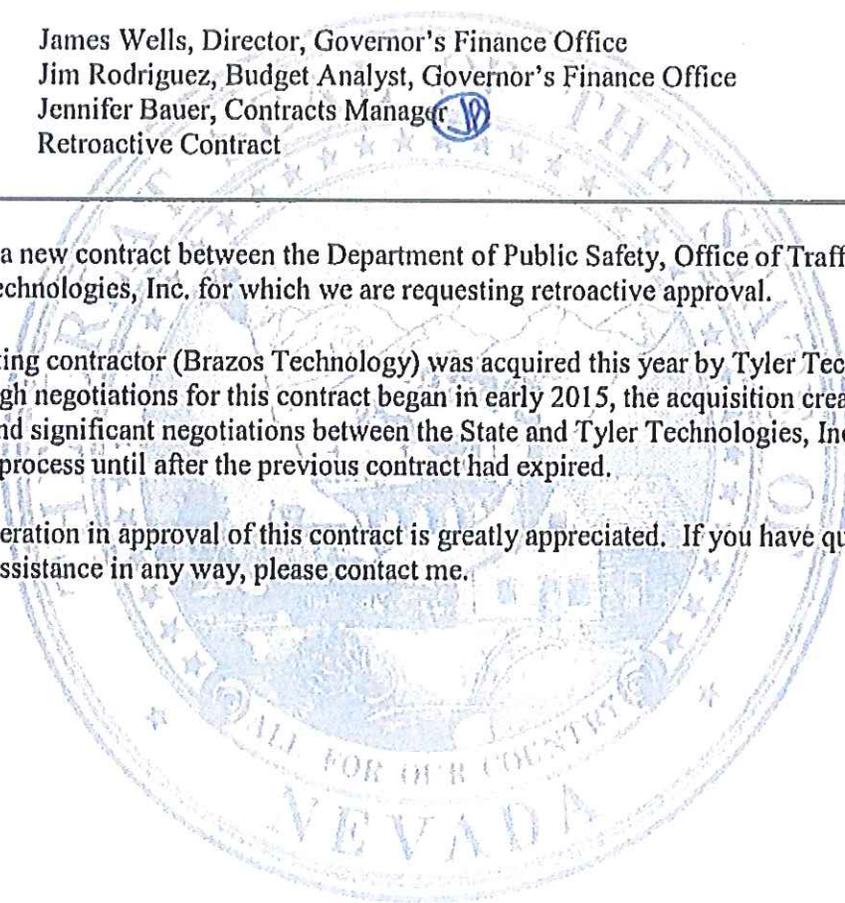
FROM: Jennifer Bauer, Contracts Manager 

SUBJECT: Retroactive Contract

Attached is a new contract between the Department of Public Safety, Office of Traffic Safety and the Tyler Technologies, Inc. for which we are requesting retroactive approval.

The originating contractor (Brazos Technology) was acquired this year by Tyler Technologies, Inc. Although negotiations for this contract began in early 2015, the acquisition created additional and significant negotiations between the State and Tyler Technologies, Inc. which delayed the process until after the previous contract had expired.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety, Office of Traffic Safety
107 Jacobsen Way
Carson City, Nevada 89711
Contact: Amy Davey, Administrator
Phone: (775) 684-7477 Fax: (775) 684-7482

And

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Contact: Brett Cate
Phone: (800) 646-2633
Email: brett.cate@tylertech.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective from December 1, 2015 to November 30, 2019, unless sooner terminated by either party as specified in paragraph ten (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 45 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: TYLER TECHNOLOGIES LICENSE AND SERVICES AGREEMENT, INCLUDING ATTACHMENTS THERETO;
ATTACHMENT BB: SCOPE OF WORK DOCUMENT; and
ATTACHMENT CC: INSURANCE SCHEDULE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract. Subject to the above order of construction precedence, the terms of these paragraphs 1-31, set forth herein, shall be read in conjunction with the terms of the related attachments, if any.

6. CONSIDERATION. The parties agree that during the contract term (as defined in Section 3) and absent a mutually agreed upon amendment, Contractor will provide the software and services selected by the State from those set forth in Exhibit 1 to Attachment AA with the total Contract or installments payable in accordance with the terms set forth in Exhibit 2 to Attachment AA, at a total cost for such software and services not to exceed Three Million Dollars and 00/100 (\$3,000,000.00). The State understands and agrees that this not to exceed amount is based on Independent Contractor's good faith estimates only, and may be impacted by, for example, agency requests on data conversion and diagramming services. The State will not unreasonably withhold its consent to an increase in the not to exceed cap set forth herein where required based on actual scope during the contract term. The State does not agree to reimburse Contractor for expenses except as otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract upon at least thirty (30) days' notice to Contractor, and subject

to Section 10(c), Contractor waives any and all claim(s) for damages arising from injury or damages occurring after the receipt of such written notice, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days after the end of the forty-five day notice period set forth in Section 4 to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected or an action plan to address such breach has been mutually agreed upon.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under Section 11 of this Contract. In a termination under Section 10(c) for default or breach any disputed fees shall be subject to the dispute resolution process and prepaid but unused hosting and/or maintenance and support fees will be promptly refunded by Contractor to State. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any reasonable actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all State proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to indirect damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Each party's damages will be limited to its actual, direct damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred percent (100%) of the contract maximum "not to exceed" value.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms; provided, however, that within ten (10) business days of the force majeure event, the party whose performance is delayed provides the

other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the force majeure event. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State in accordance with Section I of Attachment AA.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	AD _____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	AD _____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	AD _____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	AD _____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, parttime, or of short duration)?	AD _____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	AD _____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	AD _____

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Section I(6) of Attachment AA and Attachment CC, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
 - 2) The State has approved the insurance policies provided by the Contractor as evidenced by execution of this Contract.
- Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Section I(6) of Attachment AA, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis with respect to claims for which Contractor is responsible. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance within ten (10) days after policy renewal. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By blanket endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds.
- b. **Waiver of Subrogation:** Contractor's general liability and auto policies shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** Contractor's general liability and auto policies shall not contain cross-liability coverage exclusion.
- d. **Deductibles and Self-Insured Retentions:** Contractor warrants that it shall bear the costs of any deductible payment on insurance maintained by Contractor arising in connection with this Contract.
- e. **Policy Cancellation:** Notice of Contractor's policy cancellation will be delivered by Contractor within thirty (30) days of such cancellation.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) **Additional Insured Endorsement:** Contractor will provide the blanket endorsement of the State as an additional insured per General Requirements, subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be

responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State, provided, however, that the State's consent is not required in the event that Contractor has a change in control involving a merger or acquisition.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. The State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection. Tyler retains all right, title and interest in and to its software and its proprietary deliverables, and does not agree to work-for-hire provisions. Notwithstanding the foregoing, any custom work delivered by Contractor prior to and/or in connection with this Contract shall be considered a part of the software license granted in Attachment AA.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract. Without limiting the foregoing, the parties agree to comply with Section J(17) of Attachment AA.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be of good quality, with no material defects.
- b. Software Warranty. Contractor agrees to the limited warranty provisions set forth in Section B(4) of Attachment AA.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

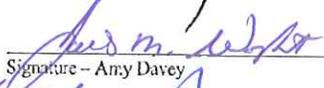
31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

12/11/15
Date

ASSOCIATE GENERAL COUNSEL
Independent's Contractor's Title


Signature - Amy Davey

12/11/15
Date

Administrator, Office of Traffic Safety
Title


Signature - Sheri Brueggemann

12-11-15
Date

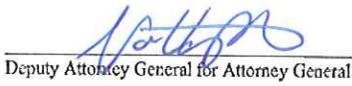
Administrative Services Officer, DPS Director's Office
Title


Signature Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 1-12-16
(Date)


Deputy Attorney General for Attorney General

On 12/11/15
(Date)



ATTACHMENT AA LICENSE AND SERVICES AGREEMENT

SECTION A – DEFINITIONS

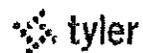
- “Agency List” means those agencies set forth on Attachment BB, as amended in writing by mutual agreement of the parties from time to time.
- “Agreement” means the Nevada Form Contract, this License and Services Agreement, and all other attachments thereto.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit 2.
- “Client” means the State of Nevada acting by and through its Department of Public Safety, Office of Traffic Safety and on behalf of the agencies on the Agency List.
- “Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation. A Defect in a custom modification to the Tyler Software that we have provided or provide to you means that said custom modification fails to substantially deliver the required functionality, or to substantially conform to the then-current Documentation for the custom modification.
- “Defined Named Users” means the number of named users that are authorized to use the Tyler Software. The Defined Named Users for the Agreement are indicated in the Investment Summary.
- “Developer” means a third party who owns the intellectual property rights to Third Party Software.
- “Documentation” means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “Effective Date” means the date on which the Agreement is approved by the Nevada State Board of Examiners.
- “Force Majeure” means the definition set forth in Section 13 of the Nevada Form Contract.
- “Hosting Services” means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary and Attachment BB, for the fees set forth therein.
- “Investment Summary” means the agreed upon cost proposal for the software, products, and services attached as Exhibit 1.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit 2.
- “Maintenance and Support Agreement” means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit 3.
- “Nevada Form Contract” means the Contract for Services of Independent Contractor between Tyler and Client executed as of the Effective Date.

- “Scope of Work Document” means Attachment BB to the Nevada Form Contract.
- “SLA” means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Schedule 1 to Exhibit 3.
- “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit 3.
- “Third Party End User License Agreement(s)” means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit 4.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software, Third Party Hardware, and Third Party Services.
- “Third Party Services” means the services provided by third parties, if any, identified in the Investment Summary.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – HARDWARE AND SOFTWARE

1. License Grant and Restrictions.

- 1.1 We reaffirm the grant to you by Brazos Technology Corporation of a license to use the Tyler Software identified in the Investment Summary and the related Documentation. This license grant is a non-exclusive, non-assignable limited right to use the Tyler Software solely for your internal business purposes only for the Defined Named Users only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or

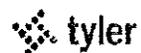


requested technical assistance associated with such transfer.

- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.
2. License Fees. You agree to pay us in accordance with Section 6 of the Nevada Form Contract.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$750) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. Hardware. We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary, Scope of Work Document, and this License and Services Agreement contain the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote. For existing basic functionality and custom modifications requested by you, we will provide you with an initial draft of functional descriptions within ninety (90) days of execution of this Contact and agree to cooperate with you in order to finalize such drafts as soon as reasonably possible. For future custom modifications requested by you, we will provide an initial draft of functional descriptions within thirty (30) days of implementation and agree to cooperate with you in order to finalize such drafts as soon as reasonably possible.



4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in accordance with Section 26(a) of the Nevada Form Contract. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

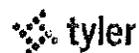
If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have

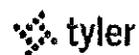


purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s) attached hereto as Exhibit 4.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary and Scope of Work Document for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. We will utilize Hosting Services through a Third Party Services provider, Rackspace, in accordance with the



terms set forth in the Investment Summary and Scope of Work Document. The fees contained in the Investment Summary are subject to annual increases, and at your written request, we will provide reasonable notice to you of such fee increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide Hosting Services directly to you, the terms of the SLA will also apply.

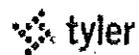
3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2). Further, we acknowledge the terms set forth in Section 8 of the Nevada Form Contract with respect to our obligation for timely billing. For the sake of clarity, we will look solely to the State of Nevada for the payment of fees regardless of whether certain products or services were consumed by an agency on the Agency List.
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement or you believe NRS 353C.190 applies, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION H – TERMINATION

1. Term. The initial term of this Agreement is as set forth in Section 3 of the Nevada Form Contract. Thereafter, the term may renew automatically for additional one (1) year terms, unless terminated by either party in accordance with Section 10 of the Nevada Form Contract.
2. For Cause. You may terminate this Agreement for cause in accordance with Sections 10(c)-(e) of the Nevada Form Contract. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In



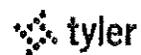
the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement in accordance with Sections 10(b) and 10(e) of the Nevada Form Contract. Except as set forth in Section 10(e)(i) of the Nevada Form Contract, you will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. In connection with Section 13 of the Nevada Form Contract, either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Upon Termination. Upon termination of this Agreement, we agree to deliver to you, in a standard file format to the location you identify, your data subject to the Hosting Services. Alternatively, if you prefer, we will certify that that data has been destroyed. You must provide us written notice of your preference within a commercially reasonable timeframe prior to the effective date of termination.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will indemnify, hold harmless, and/or defend you against any third party claim(s) or alleged claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent,



in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify, hold harmless, and/or defend you and your agents, officials, and employees from and against any and all direct or alleged claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 [Reserved]

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

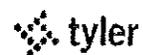
4. **LIMITATION OF LIABILITY.** THE TERMS OF SECTION 12 OF THE NEVADA FORM CONTRACT SHALL CONTROL WITH RESPECT TO LIMITATION OF LIABILITY. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY.

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING NRS CHAPTER 41 AS IT APPLIES TO YOU), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

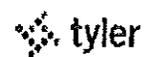
6. **Insurance.** During the course of performing services under this Agreement, we agree to comply with the terms of Section 16 of the Nevada Form Contract.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary under "Pricing for Optional Items of NCATS Modernization Contract Extension" for the period from the Effective Date until November 30, 2017. From December 1, 2017 until November 30, 2019, we agree not to increase those rates by more than twenty percent (20%). After November 30, 2019, you may purchase additional products and services at our then-current list price. Additional products and services may be purchased by written agreement executed by the parties. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in such written agreement.



2. [Reserved]
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office, with each party being responsible for their own applicable travel costs, within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. [Reserved]
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. [Reserved]
9. [Reserved]
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. [Reserved]
12. [Reserved]
13. [Reserved]
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement including, without limitation, Section 15 of the Nevada Form Contract.



15. **Notices.** All notices or communications required or permitted as a part of this Agreement shall be made in accordance with Section 4 of the Nevada Form Contract. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets. All confidentiality under this Contract is governed by state or Federal law, notwithstanding information that a reasonable person would believe to be confidential. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** We will comply with Section 17 of the Nevada Form Contract.
19. **Client Authority.** You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements as set forth in Section 27 of the Nevada Form Contract.
20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to its rules on conflicts of law.
21. **Contract Documents.** In addition to those attachments referenced in the Nevada Form Contract, this Attachment AA includes the following exhibits:
- | | |
|-----------|-------------------------------------|
| Exhibit 1 | Investment Summary |
| Exhibit 2 | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit 3 | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |

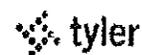


Exhibit 4 Schedule 2: Support Call Process
Third Party End User License Agreements



**Exhibit 1
Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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Pricing for NCATS Modernization Contract Extension

Hosting

		One-Time	Annual
Firewall	\$	-	\$ 1,176
Anti-Virus	\$	-	\$ 300
Prod Web Server	\$	-	\$ 12,960
Prod DB Server	\$	-	\$ 12,960
Test/Train Server	\$	-	\$ 11,400
Reporting Server	\$	-	\$ 11,400
Total			\$ 50,196

Annual Maintenance for Software

Site License Accident Reporting / eCitation	\$	-	\$ 96,630
Site License Server Software	\$	-	\$ 29,925
Interface to NCATS	\$	-	\$ 14,333
Interface to State Court	\$	-	\$ 14,333
Interface to Local RMS	\$	-	\$ 10,500
Interface to Local Courts	\$	-	\$ 10,500
Total			\$ 176,220

GRAND TOTALS

*excludes optional items **\$ 226,416**

Pricing for Optional Items of NCATS Modernization Contract Extension

	One-Time	Annual
New Agency Implementations		
*Amount annual maintenance will be increased / agency		
Large Agencies		
** All large agencies have been deployed		
Medium Agencies		
eCitation Implementation	\$ 9,856	\$ 1,971
eCrash Implementation	\$ 5,214	\$ 1,043
Small Agencies		
eCitation Implementation	\$ 8,960	\$ 1,792
eCrash Implementation	\$ 4,740	\$ 948
Web Only		
Web Only Crash Entry	\$ 3,425	\$ 685
I Additional Services		
Dedicated Project Manager (per year)		\$ 150,000
Additional Project Manager (per hour)	\$ 120	
Additional Analyst Hours (per hour)	\$ 105	
Additional Development Hours (per hour)	\$ 150	
II Data Conversion		
Pull data from Nevada databases (per hour)	\$ 140	
Load XMLs into Tyler System (per agency)	\$ 5,000	
Professional Services to create XML loader and handle migration (for all agencies)	\$ 25,000	
III Geolocation		
Geolocate Accidents (systemically)		
* based upon one GIS file	\$ -	\$ -
Manually Select Location Functionality	\$ -	\$ -
Services for Selecting Location (Optional)	\$ -	\$ 45,000
IV J-Link		
Software License	\$ 75,000	\$ 15,000
Hosting for J-Link at NLETs		\$ 49,500
Professional Services	\$ 12,500	
Total	\$ 87,500	\$ 64,500

Exhibit 1

V Redaction			
Software license / SaaS (Optional)		\$	9,500
VI Accident Reporting Diagramming			
Software License (Optional)	\$79/device	\$15/device	
VII New Hardware Certification			
Verify new hardware and peripherals	\$2,500 / platform		
VII Detailed Reporting Application			
Standard Reporting and Ad Hoc reporting * on hosted reporting server		\$	92,500
Professional services (setup and config)	\$ 24,500		



Exhibit 2 Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Nevada Form Contract and your License and Services Agreement.

1. Tyler Software.

1.1 *Additional License Fees:* Additional license fees for optional items set forth in Exhibit 1 including without limitation new agency implementation, J-Link, redaction, and accident reporting diagramming are invoiced 100% on the date that such licensed software is made available.

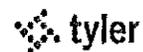
1.2 *Maintenance and Support Fees:* Maintenance and support fees for Year 1 (the period from the Effective Date until January 15, 2017) are set forth in Exhibit 1, and the pro-rated amount due will be invoiced 100% on the Effective Date. Thereafter, maintenance and support fees are invoiced quarterly in advance on or before January 15, April 15, July 15, and October 15 of each year following the anniversary of the Effective Date. The actual amounts invoiced for maintenance fees will be calculated based on the software in scope in the immediately preceding quarter, adjusted on a pro rata basis as necessary, and will not exceed the rates set forth below for years 1 through 4. Beginning on November 15, 2019, maintenance and support fees shall be invoiced at Tyler's then-current rates:

Year 1:	\$313,283.00
Year 2:	\$351,515.00
Year 3:	\$363,991.00
Year 4:	\$377,091.00

2. Professional Services.

2.1 *Professional Services:* Professional services are billed as delivered and invoiced as incurred.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.



3. Other Services and Fees.

3.1 *Hosting Fees:* Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services:* Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates for "New Agency Implementations" in the Investment Summary include associated travel expenses. In the event that (i) travel expenses are incurred by us but not used as a result of your cancellation as set forth in Section C(4), or (ii) any other or additional services are added in the future, such expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit 2 at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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



Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

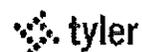
- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance -- Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

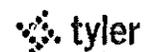
Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.



A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon
Depart after 12:00 noon

Lunch and dinner
Dinner

Return Day

Return before 12:00 noon
Return between 12:00 noon & 7:00 p.m.
Return after 7:00 p.m.*

Breakfast
Breakfast and lunch
Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

S. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

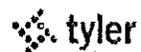
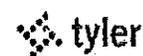




Exhibit 3 Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect until the expiration date stated in paragraph three (3) of the Nevada Form Contract, subject to your payment in accordance with the Invoicing and Payment Policy. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit 3 at Schedule 2.

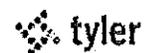




Exhibit 3 Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

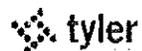
Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.



To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

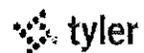
Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle



100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle
------	------	---

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

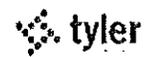




Exhibit 3 Schedule 2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client's project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below. For the sake of clarity, Client is a user of Tyler Public Safety.

Issue Handling

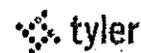
Incident Tracking

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

Incident Escalation

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues



- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

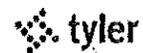
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Bi-weekly patch – regularly-scheduled patch



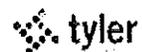
Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents 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 the client in restoring its last available database.	Next Release – Scheduled for the next major release
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.
- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.



Tyler Public Safety 24/7/365 Support

Overview

The purpose of Tyler Public Safety (TPS) 24/7/365 Support is to provide Tyler Public Safety clients with after-hours support for only critical Public Safety software issues. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 7:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Tyler Public Safety Support personnel via telephone and email with instructions for client call back. The Tyler staff handling the issue contacts the reporting client to troubleshoot the issue through to resolution, calling on second-level resources if necessary to address solutions or conflicts.

Pricing

If, after contacting the client, the Tyler staff determines the incident to be an issue with the client's hardware or non-TPS software, the client will be billed \$250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, the customer will not be billed. Clients are encouraged to first contact their own IT personnel to diagnose the issue and avoid a charge.

Process

Personnel involved in Tyler Public Safety 24/7/365 Support have domain knowledge and skills to resolve critical issues. They include:

- (1) Primary on-call contact
- (2) Secondary on-call contact
- (3) Extended support team staff-- utilized in the event additional resources or domain experience, such as development expertise, is required. Development resources will be utilized after hours only if the supported system is completely down due to a programmatic issue. All other development issues will be reported to development and worked on the following business day.

Figure 1 - Contact Flow illustrates the following:

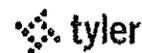
- (1) Outside published support hours, client calls the toll-free telephone number provided during the Implementation to Support Handoff meeting
- (2) Call is auto-routed to an answering service; answering service personnel gather requisite information about the incident
- (3) Answering service staff calls the primary on-call contact; answering service staff calls the secondary on-call contact if unable to speak with the primary on-call contact or other backup staff
- (4) Answering service staff submits issue to a group email, resulting in the creation of an incident in Tyler's incident tracking system

Services Provided

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Tyler Public Safety software. The client site must be able to provide Tyler access to all servers involved with the TPS software, application server, and SQL Server. Access to the module with the issue is also required.

Supported issues include:

- Inability to run CAD
- Inability to create or close calls in the CAD screen
- Inability to activate officers in dispatch
- Inability to assign officers to a call in the Dispatch screen



- Inability to change the status of calls in the Dispatch screen
- Inability of all users to log into Mobile CAD
- Inability of all users to run NCIC queries (if applicable)
- Inability to use the RMS system
- Inability of all mobile users to access Mobile RMS
- Inability of all mobile users to access Mobile Citations

Non Supported issues include:

- One user or one workstation cannot get in software (unless this is a dispatch station in dispatch)
- One user cannot get into CAD or get NCIC returns
- Password issues
- Easy Street Draw, Scene PD, Smart Roads (non-TPS Software)
- Inability to print from a specific workstation or user, or inability to print a specific incident, arrest number, etc.
- Issues related to NetMotion (used for Mobile CAD VPN), Citrix, or Terminal Server, used for Mobile RMS and Mobile Citations. (These are not Tyler Products – we can assist with troubleshooting issues with these, but it will be billable time).

Figure 1 – Contact Flow

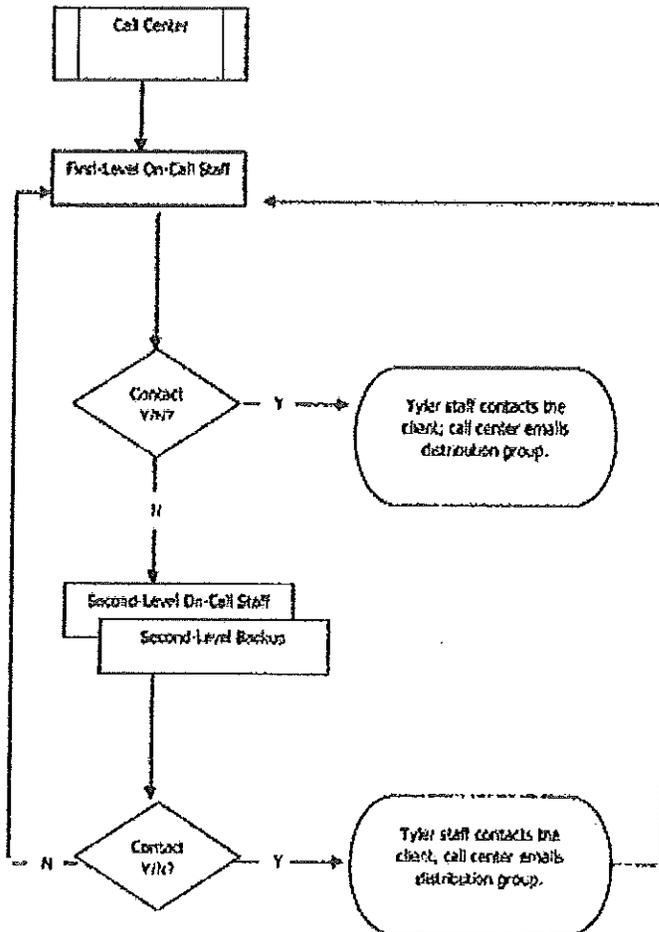


Exhibit 4

11/13/2015

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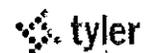
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In addition to any liability you may have to Rackspace, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

Scope of Work Document - Attachment BB

This Scope of Work Document sets forth an overview of the intended or potential services to be provided by Tyler to the State. For specific potential projects that are launched under this Scope of Work Document, the individual agency, through the State, and Tyler may elect to more closely define the roles and responsibilities of the parties in a subsequent statement of work.

AGENCY LIST

As of the Effective Date of the Contract, the following Agency List reflects the participating agencies covered under the Contract:

1. Boulder City PD
2. Carson City SO
3. Churchill County SO
4. Clark County School District PD
5. Douglas County SO
6. Elko County SO
7. Esmeralda County SO
8. Fallon PD
9. Humboldt County SO
10. Lander County SO
11. Las Vegas Metropolitan PD
12. Lincoln County SO
13. Lyon County SO
14. Mineral County SO
15. Mesquite PD
16. Nevada DPS – Highway Patrol
17. Nevada DPS – Office of Traffic Safety
18. North Las Vegas PD
19. Nye County SO
20. Pyramid Lake Tribal PD
21. Reno PD
22. Sparks PD
23. University of Nevada, Reno PD
24. Washoe County SO
25. Washoe County School District PD
26. West Wendover PD
27. Winnemucca PD
28. Nevada Department of Transportation

Additional agencies may be added to the Contract by mutual written agreement of the parties. The parties acknowledge and agree that the number of additional agencies added under this Contract will not exceed a total of 17. The additional agencies added to this Contract may be composed of a maximum of 2 medium agencies and 15 small agencies, defined as follows:

Scope of Work Document - Attachment BB

- Large agency: four hundred (400) or more users
- Medium agency: one hundred (100) or more, but fewer than four hundred (400) users
- Small agency: fewer than one hundred (100) users

NEW AGENCY IMPLEMENTATION

Agencies interested in participating in this contract will contact the DPS Project Coordinator for information and requirements to participate. When Tyler receives written confirmation from DPS Project Coordinator of a new agency's participation, Tyler will provide a deliverable and pricing summary to the DPS Project Coordinator for signature approval before beginning work on the implementation.

The addition of a new agency will result in at least: (1) a one-time license fee payable in accordance with Section 1.1 of the Invoicing and Payment Policy, and (2) an increase in maintenance and support fees to be paid in accordance with Section 1.2 of the Invoicing and Payment Policy.

PROJECT MANAGEMENT

KEY PERSONNEL

Tyler Project Manager: The Project Manager will be responsible for the establishing and administering controls to ensure the quality of deliverables are acceptable to DPS and monitoring project activities to ensure project schedules are met. The Tyler Project Manager will be able to authorize changes on behalf of Tyler and will be expected to refer any problems or issues that cannot be resolved by on-site implementation staff to company management. Tyler Project Manager will also be responsible for the day-to-day administering and directing of the project and manage project documentation, as well as any other items necessary for the success of the project.

Nevada DPS Project Coordinator: DPS Project Coordinator will be responsible for day-to-day administering and directing of the project and manage project documentation, to ensure tasks are being completed during the allotted time and that all risks, issues are properly documented, as well as any other items necessary for the success of the project. The DPS Project Coordinator will serve as the liaison between TYLER and Individual agencies in the implementation process. The DPS Project Coordinator will work with DPS Project Manager to ensure the quality of deliverables are acceptable to DPS.

Nevada DPS Project Manager: DPS Project Manager will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to DPS. The DPS Project Manager will serve as the authorizing signature for all project documentation and will ensure proper dissemination of all Tyler communication to project team members. The DPS Project Manager will work with the DPS Project

Scope of Work Document - Attachment BB

Coordinator and the individual agencies to ensure the quality of deliverables are acceptable to DPS.

Tyler or DPS will notify the other of any changes in key personnel in writing to ensure effective and continual communication.

MEETINGS

Tyler representative will participate in; at minimum, monthly status conference calls with State of Nevada Tyler project team unless deemed unnecessary by DPS Project Manager. Additional calls may be conducted as necessary to address ongoing concerns or implementation of new agencies/enhancements.

Tyler representative will attend, in person, at minimum, quarterly meetings with State of Nevada Tyler project team. The quarterly meetings will be held in conjunction with TRCC meetings when possible.

Travel costs for Tyler representatives attending these meetings will be absorbed by Tyler, and not reimbursed by DPS.

CHANGE MANAGEMENT

The Change Management Plan will apply to the following types of changes:

- Any change in project scope or unplanned activity not explicitly within the scope of the Contract
- Modifications to approved (signed-off) project deliverables except where the deliverable has a suspected fault (e.g., where factual errors are subsequently discovered in an approved document).

When a potential change is identified by Tyler, DPS or a participating agency, it should be brought to the attention of the DPS Project Coordinator for initial evaluation and referral to the DPS Project Manager. Based on the merit of the proposed change and its potential to impact scope, schedule, and budget, the DPS Project Manager will decide on the proper course of action. If the DPS Project Manager determines the change falls within the parameters for acceptance, the change request will be made in writing in a format acceptable to both Tyler and DPS, which will include the following information, at minimum:

- Date required
- Reason for change
- Detailed description of the change
- Ramifications if the change does not take place

Scope of Work Document - Attachment BB

Upon receipt of the proposed change by Tyler Project Manager; it will be reviewed and returned to DPS within a mutually agreed upon timeframe, not to exceed 30 days, with the following information:

- Detailed description of how change will be implemented, if approved by DPS
- Any possible ramifications on the existing system and alternatives if applicable
- Cost estimate
- Time estimate for completion if approved by DPS

Upon receipt of the proposed change by DPS Project Manager, it will be reviewed and returned to Tyler within a mutually agreed upon timeframe, not to exceed 15 days, approving or rejecting the change, signed by DPS and Tyler Project Managers.

ISSUE RESOLUTION

Throughout the life cycle of the project, issues will arise and become an obstacle to the progression of the project. For a successful project, it is imperative that all issues are addressed and resolved in a timely fashion and that the appropriate decision-making teams, committees, or persons have approved the resolutions. The purpose of this outline is to describe the entire Issue/Decision Management process from how the issue is raised, to the escalation path, to the final resolution of the issue. The issue can be resolved through the Individual Agency, Project Management Team, Board of Governance or DPS Director's Office. While the majority of the issues will be resolved at the Individual Agency, a smaller set of issues will be sent to the Project Management Team for direction or resolution. If further escalation is required issues may be pushed to the Board of Governance and then finally the DPS Director's Office.

No matter the nature of the issue (e.g. Functional, Technical, Change Management, or Project Management); ALL issues should follow the process as depicted and described in the Resolution Process Procedure below.

TIME FRAME FOR RESOLUTION

In order for the Project team to remain focused on the project activities it is imperative that all issues be resolved in a timely manner. In order to facilitate the issue resolution process the following procedure will be used:

- Any individual agency directly involved in the project raises the issue.
- The individual communicates the issue with Tyler support. This may be verbal or written.
- If the issue can be resolved by the individual agency and Tyler support, then the issue will be resolved according to the support guidelines in this Contract.
- If the Individual agency and Tyler support cannot resolve the issue, they will contact the Tyler Project Manager and DPS Project Coordinator to document the item for escalation.

Scope of Work Document - Attachment BB

- Within two working days of receiving the issue, DPS Project Coordinator and Tyler Project Manager will confirm receipt of the issue in writing (E-mail acceptable), and schedule a meeting or conference call with state project management team to categorize and assign the task or discuss further action.
- If the issue is not for the project Board of Governance, the Tyler Project Manager or DPS Project Coordinator will assign the task to a team member and communicate the assignment.
- The assignee will provide the responsible Project Manager or Coordinator with an estimation of resolution times.
- The responsible Project Manager will follow up with the assignee based on the estimated time to resolve.
- The assignee and responsible Project Manager or Coordinator will determine if the issue appears to be resolved and report the status to the team
- If the team agrees the issue is resolved, they will notify Tyler, DPS and reporting individual agency of resolution.
- If the issue is NOT resolved, Project Management Team will determine whether the issue should be escalated. If the issue should not be escalated and new estimated time for resolution must be made, the process will go back up to where a new estimate must be received by the Assignee.
- If the issue is to be redirected, the first level of escalation should be the Board of Governance
- Once the Board of Governance has addressed the issue, the DPS Project Manager will report the resolved status and resolution to the Project Management Team.
- The Project Management Team will notify Tyler, DPS and the reporting individual agency of resolution.
- If the Board of Governance is unable to resolve the issue, they will escalate the issue to the DPS Director's Office.

The Director's Office of DPS is the final point of escalation and all resolutions will be communicated through the Project Management Team and communicated to Tyler, DPS and the reporting individual agency.

SUPPORTED HARDWARE

For the Contract term, as defined in the Contract, Tyler will support and maintain software for Client's eCitation hardware – including Symbol MC75A, Symbol MC67, Panasonic FZ-G1, and other hardware that Tyler supported and maintained as of the effective date of the Contract. In addition, Tyler will support any new Windows-based hardware meeting the minimum criteria for Tyler software which becomes commercially available during the term of the Contract and passed Tyler's "New Hardware Certification" process set forth herein. This includes database servers, hand-held computers, laptop PCs, desktop PCs, tablets and small-format printers. In the event a particular model of hardware is taken out of service throughout by DPS, Tyler may

Scope of Work Document - Attachment BB

notify DPS that support and maintenance for that model will cease, and DPS will not return that model of hardware back into service.

SUPPORTED HARDWARE FEATURES

Tyler will support and maintain software for the following features in use by Nevada agencies on hardware which supports the feature(s). 2D barcode scanner, magnetic stripe scanner, hand input of signature via touch screen or peripheral hardware, digital photos, digital video, digital sound recording, biometric scanner, secure wireless device to device data transfer (beaming). GPS, wireless and hard-wired sync/software updates.

CENTRALIZED HOSTING/DATA STORAGE

Tyler shall provide Hosting Services as set forth in, without limitation, Section F of Attachment AA to the Contract. With respect to the Hosting Services, the parties further agree as follows:

- (1) the SQL Server licenses will be paid for and provided by the State of Nevada.
- (2) Tyler shall undertake reasonable efforts to provide or facilitate the provision of the following minimum computing environment for the Tyler Software:
 - a. One (1) production Web server;
 - b. One (1) production database server with one production database instance;
 - c. One (1) test/training Web server with two (2) Web sites - one for the test environment and one for the training environment; and
 - d. One (1) reporting database server with three (3) database instances - one for reporting, one for the test environment and one for the training environment.
- (3) in the event the State elects to host the system within the State's computing environment, the State will provide written confirmation to Tyler of such election not less than one hundred twenty (120) days prior to the date of actual migration. The parties agree to cooperate with respect to such migration. Following migration, Tyler will provide application and database maintenance if a virtual private network (VPN) connection is provided. The State of Nevada shall be responsible for any additional fees incurred by Tyler that are required to relocate the servers, migrate any related data, and/or maintain the applications and/or database.
- (4) that should additional servers be required by Client in the future, Tyler will undertake commercially reasonable efforts to provide or facilitate the use of the required equipment, and the State shall bear all costs associated therewith. Tyler will undertake reasonable efforts to minimize costs to the State of Nevada.
- (5) that all of Nevada's primary and backup data will be stored within the United States. Additionally, all off-site storage of data will be retained in the United States.
- (6) that Tyler will provide a physical and logical infrastructure that will prevent unauthorized access to data. Initially, that infrastructure will be at least a certified Tier 1

Scope of Work Document - Attachment BB

data center provided by Rackspace. The State acknowledges and agrees that Tyler may migrate Hosting Services in accordance with Section F of Attachment AA.

(7) that Tyler will ensure its staff adheres to Federal Bureau of Investigation Criminal Justice Information Services security requirements, policies and procedures.

(8) that, to the extent allowed by the provider of any relevant Third Party Services, the vendor's physical and logical infrastructure shall be subject to on-site inspections by the Nevada Department of Public Safety Information Security Officer.

LOCALIZED AGENCY DATA STORAGE

In addition to the central data store, the system must provide the ability to upload and store crash and citation information collected on the field devices to a local agency data store. This capability will be accomplished by providing an extract of the agency's data that can be imported into a stand-alone SQL Server database. The individual agency will be responsible for the import of the data.

RMS AND CMS INTERFACES

For as long as Client has a Maintenance and Support Agreement in effect, Tyler will maintain and support interfaces to external computing systems for DPS, Nevada Department of Transportation (NDOT), participating law enforcement agencies, Administrative Office of the Courts (AOC) and all courts of adjudicating citations issued by participating law enforcement agencies.

THIRD PARTY VENDOR EXCLUSION

The terms of this Contract do not include costs associated with Tyler developing direct interfaces between data collected by participating agencies and third party vendors that sell crash and/or citation data.

Scope of Work Document - Attachment BB

OPTIONAL SERVICES AND ENHANCEMENTS

The following new enhancements may be requested in writing by the State and shall be billed in accordance with Tyler's Invoicing and Payment Policy at the rates set forth in Exhibit 1 to Attachment AA.

For the sake of clarity, participating agencies desiring any of the optional items listed below shall coordinate with the State in order to formalize a request for Tyler to deliver such additional licenses, services, hosting, or custom modifications. In the event that a participating agency requests to pay for the optional item(s) under payment terms separate from the State, that individual agency will coordinate directly with Tyler; notwithstanding the foregoing, Tyler will be under no obligation to provide services under such payment arrangement.

I. ADDITIONAL SERVICES

Dedicated Project Management

With the conclusion of the initial phases of this project, the parties agree that the requirement to have a full-time, dedicated project manager has been met. Tyler strongly recommends that the State consider continuing the momentum by electing to have a dedicated project manager. This position would be dedicated to the State and would focus on the project along with any enhancements, issues, or questions that would arise.

Other Additional Services

For new requests from the State (or participating agency), Tyler will utilize the schedule of costs based upon amount of efforts for the following:

- i. Project Management
- ii. Business/Technical Analyst
- iii. Software Development

II. DATA CONVERSION

For those law enforcement agencies requesting it in writing through the State, Tyler will convert electronic citation and crash report data from the prior vendor's database to Tyler database.

The State understands and agrees that Tyler will need to engage in scope discovery to confirm at least the level of effort and pricing associated therewith. That discovery may impact Tyler's pricing estimates, as set forth in Paragraph 6 of the Contract and Attachment AA, Exhibit 1. Tyler's standard process is to provide two different options for migrating accident data from the previous systems to the Tyler system. If a participating agency will pay for the data conversion separately, that agency will coordinate directly with Tyler. Depending on the results of the foregoing discovery efforts, those options would be:

Scope of Work Document - Attachment BB

- a. Utilize the existing NCATs XML structure for importing data into the Tyler system. The process would require that the State (or participating agency) would need to format any data to the approved XML structure. Tyler will work with the State to identify the rules for import and error processing with the intent of making this an automated procedure. Tyler will support the State and/or individual agency on testing and validation of the data with the final approval being determined by the State.
- b. Direct transfer from previous system to the Tyler system. With this option, Tyler would capture and transfer the data directly from the previous system utilizing the Tyler tools and processes. This process would only apply to those systems that Tyler can have full access to, assistance from the State on data modelling, and is contained within a SQL Server or MS Access database (with administrative privileges).

III. GEOLOCATION FOR CRASH REPORTING

Tyler will develop, implement, maintain and support an application which will provide geolocation of crash, store the GIS location in the database and enable locating the location on a map for crash data analysis purposes. The state will decide on one (1) GIS file (or base map) to use as the reporting database. Please note, depending upon the GIS file and process required by each agency, there may or may not be a significant number of accidents that require manual resolution of accidents that cannot be systematically geo-located.

As discovered during the first phase of this project, the task of manually locating accidents has been cumbersome and difficult for the State to require or complete. Tyler will offer the services for manually locating an accident when the geo-location cannot be completed automatically. These additional services will be dependent upon the final mutually agreeable scope of work.

IV. J-LINK

Tyler will provide a message switch that allows participating agencies to run returns (people and vehicles) for wants or warrants. The requests will be initiated using the Tyler system and the returns will be provided to the requesting officer. Once on the device, the returns will be optionally parsed to complete the form (eCitation or eCrash) being filled out by the officer.

This message switch will be installed at one location within the State and then utilized by any of the participating agencies within the State. The State will provide all hardware, connectivity, operating systems, databases, and/or any security tools required for the process.

Scope of Work Document - Attachment BB

As an option, Tyler can provide the hosting of the message switch within the NLETs environment which would eliminate the need for the State or any agencies to purchase servers, operating systems, or databases. There may or may not be the need to purchase connectivity and/or security software depending upon the requirements of the State.

V. REDACTION

Since the inception of our project, there have been requests for electronic redaction of fields on the accident form, depending upon the type of release of information that is requested. This enhancement would allow approved users to redact certain fields on the accident form upon demand.

VI. ACCIDENT REPORT DIAGRAMMING

There have been a number of agencies that have expressed an interest in creating a visual diagram of the accident as either part of the accident report or as officer notes on the accident. Tyler is proposing an option for the participating agencies to use EZ Street Draw as an on-line diagramming tool for this purpose. Tyler uses this toolset for all other agencies (outside of Nevada) when diagramming is required for completion of the accident form.

VII. NEW HARDWARE CERTIFICATION

In order to keep the eCrash and eCitation solutions relevant for the entire State, it will be necessary to allow participating agencies to purchase new hardware approved by the State and Tyler. The effort required by Tyler to certify these new hardware platforms requires Tyler to expend significant resources in communications with the hardware vendor, software modifications, configuration modifications and testing. In order to limit the number of possible hardware certifications required to only those that have a reasonable chance of being deployed, Tyler will charge the State for certifying new hardware.

VIII. DETAILED REPORTING APPLICATION

In order to provide NV DPS with a complete reporting solution, Tyler will create an ad-hoc reporting system utilizing the IBM Cognos BI toolset. This reporting solution will be configured for the NV accident reporting form and will provide a specified number of users with ad-hoc reporting and allow all users to run reports. Tyler will create reports (up to 20) and 1 dashboard that can be specified by the state and provided to all officers in all agencies participating with the Tyler system.

Tyler will license and install IBM Cognos BI on the reporting server, create the BI model framework, test and maintain the solution for the State. This reporting application will reside on the reporting server already specified in the hosting requirements.

Attachment CC
Insurance Schedule

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives or employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The certificate of insurance shall include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor when required by written contract".

2. Automobile Liability - can be waived if contract does not involve use of motor vehicle.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The certificate of insurance shall include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$1,500,000

- a. The policy shall name the State of Nevada as loss payee.

B. ADDITIONAL INSURANCE REQUIREMENTS:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. As between Contractor and the State of Nevada with regard to claims for which Contractor is liable, Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. NOTICE OF CANCELLATION:** Contractor shall provide thirty (30) days prior written notice to the State in the event any policy required hereunder shall be suspended, voided or canceled, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **State of Nevada Department of Public Safety, Attn: Contracts Manager, 555 Wright Way, Carson City, NV 89711.**

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Nevada Department of Public Safety, Attn: Contracts Manager, 555 Wright Way, Carson City, NV 89711**. The State project/contract number and project description shall be noted on the certificate of insurance. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.