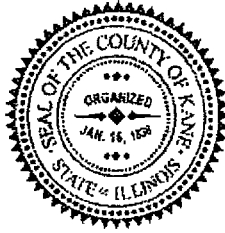# COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman

Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET
for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: TylerTechnologies

Software License and Professional Services Agreement

Resolution No.: 14-238

Submitted by: Roger Fahnestock

Date Submitted: 8-12-2014

Dept. Head Signature & Date:
(Subject Matter Sign-off)

Legal Review of Contract
Terms (Atty. Sign-off):

Approved by:
(Legality)

JosepH F. LuLves
(Print name)

(Signature)

8-21-14
(Date)

Post on the Web: YES ☒ NO ☐ Atty. Initials

Comments:

Chairman signed: YES ☒ NO ☐ 8-25-14
(Date)

Document returned to: Roger Fahnestock
(Name/Department)

Rev. 3/2014

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 14 - 238

AUTHORIZING CONTRACT FOR COURT CASE MANAGEMENT SYSTEM

WHEREAS, the current court case management system utilized by the Circuit Clerk, the 16th Judicial Circuit, the Public Defender's and State's Attorney's Office has reached its end of life and will require replacement and updated capability to meet the current demands of those offices; and

WHEREAS, on August 30, 2013, the County issued RFP-27-013 for Justice Case Management Systems for each of the Circuit Clerk/Judiciary, Public Defender, and State's Attorney's Offices; and

WHEREAS, the Judicial and Public Safety Strategic Planning and Technology Commission was formed to review and make recommendations on court technology issues; and.

WHEREAS, after reviewing the various bids, going through extensive demonstrations, site visits, evaluations, and review of the various office requirements of the system, the Public Defender, State's Attorney, Circuit Clerk, and Judiciary in conjunction with the balance of the Commission found it in the best interests of the County to select a single vendor to resulting in significant cost savings; and

WHEREAS, Tyler Technologies, Inc. was selected as the vendor that could provide a court case management system for each of those offices that best meet their requirements.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County authorize the Chairman of the Kane County Board to execute an agreement with Tyler Technologies, Inc. for an amount not to exceed $6,025,925 plus project-related travel expenses and a 10% project contingency of $602,592 for a total of $6,866,582.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
127.800.812.7020 127.800.812.70030	Computer Software – Capital Computer Software – License Cost	Yes	Yes	N/A

Passed by the Kane County Board on August 12, 2014.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes   _____
No   _____
Voice   _____
Abstentions _____
8CMS

Agreement

This Software License and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Kane County, Illinois (the "Purchaser").

Background

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

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

A. Tyler shall furnish the products and services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

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

- Schedule 1. – Investment Summary

- Exhibit A. – Software License and Professional Services Agreement

- Exhibit B. – Software Maintenance Agreement

- Exhibit C. – Payment Schedule

- Exhibit D. – Statement of Work

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

TYLER TECHNOLOGIES, INC.

Signature: _____

Date: August 18, 2014

Name: Bruce Graham

Title: President- Courts & Justice

Address: 5101 Tennyson Parkway

Plano, Texas 75024

PURCHASER

Signature: _____

Date: _____

Name: Chris Lauzen

Title: Chairman, Kane County

Address: 719 Batavia Ave

Geneva, IL 60134

Software & Services		Maintenance & Support		
Software Licenses	**License Fees**	**Support Type**		**Annual M&S Fees**
Licensed Software	$ 1,925,580	Standard	$	404,372
Odyssey Case Manager (Enterprise-all case types)				
Odyssey Financial Manager				
Odyssey Attorney Manager (Prosecutor and Public Defender)				
Enterprise DMS (Batch/Workflow)				
Odyssey Portal				
SessionWorks Clerk Edition				
Record on Appeals Creator				
SessionWorks Judge Edition (Enterprise)				
Enterprise Custom Reporting				
Case Manager Integration Toolkit				
ePayments°				
Odyssey File and Serve°				

Professional Services			
Services		**Cost**	
Project Management	$	528,000	
Customization	$	247,040	
Data Conversion	$	420,800	
Interfaces	$	153,600	
Business Process Review	$	42,880	
Setup, Configuration, Consulting	$	372,480	
Training & Go-Live Assistance	$	378,900	
Services Subtotal	$	2,143,700	

Embedded Third Party Software
None

License Fees	$	1,925,580
Services	$	2,143,700
Total Contract Price	$	4,069,280

Maintenance & Support Fees:	
$	404,372

° Functionality for ePayments and eFiling is included in the Odyssey application. Use of the functionality is conditioned on execution of separate ePayments and eFiling agreements, containing terms and conditions specific to these applications, including fees associated therewith.

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

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

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

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

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

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

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

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

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

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

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

1.21. T&M means time and materials.

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

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

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

2. TITLE AND LICENSE

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

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

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

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

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 9.

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

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

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the payment plan detailed in Exhibit C. Tyler shall invoice Purchaser upon each Payment Milestone, which shall be paid in accordance with Section 3.4.

3.2. Professional Services Charges. Charges for all professional services detailed in Schedule 1 to be performed hereunder shall be invoiced and paid by Purchaser in accordance with the milestones detailed in Exhibit C.

3.3. Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with the itemization and procedures set forth within current Kane County travel and meal expense reimbursement policies then in effect as authorized by the Kane County Auditor. Reimbursable expenses shall not exceed the amounts set forth within current Kane County travel and meal expense reimbursement policies.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein on a monthly basis as Payment Milestones are achieved. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
Bank: Wells Fargo Bank, N.A.

420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates on a T&M basis.

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

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

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

4.5. Project Manager. Tyler's choice of Project Manager for this contract is subject to final approval by the Director of Kane County IT.

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

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

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

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

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

6.3. Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software

programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

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

6.5. Final Acceptance Testing. When the Licensed Software is ready to commence Operational Use, Purchaser will have a sixty (60) calendar day Testing Period in which to verify that the Licensed Software conforms in all material respects with the description of the Licensed Software in the Software Documentation. If during the Testing Period Purchaser reasonably determines that the Licensed Software does not so conform, Purchaser will have ten (10) business days to advise Tyler in a detailed writing as to the nature and extent of such non-conformance. Tyler will thereupon correct such non-conformance as provided in the Exhibit B Maintenance and Support Services Agreement, and a new Testing Period shall begin with regard to such functionality and the same process will be followed. The Licensed Software shall be deemed accepted upon receipt of written notice of acceptance to Tyler from Purchaser or if Purchaser does not notify Tyler of a material nonconformance within ten (10) business days after the expiration of any Testing Period, whichever occurs first.

6.6. Final Acceptance. Upon successful completion of Final Acceptance Testing, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

7. TRAINING

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

8. MAINTENANCE SERVICES

8.1. Maintenance and Support Agreement. Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software, and Purchaser shall pay the Maintenance and Support Fees.

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

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

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

Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

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

10. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

11.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

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

12. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 13.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 13.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

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

13. INDEMNIFICATION

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

13.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice, upon approval by the Kane County State's Attorney, and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third

party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Purchaser to use the Licensed Software as intended.

14. TAXES

14.1. Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

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

15. INSURANCE

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

16. TERM, SUSPENSION, AND TERMINATION

16.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

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

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

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

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

(iii) breach of Section 9; or

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

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

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products,

documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

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

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

17. DISPUTE RESOLUTION

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

18. MISCELLANEOUS

18.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

18.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

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

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

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

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

18.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

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

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

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

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

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

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

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

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

18.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.2 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(Exhibit B)
Maintenance and Support Services Agreement

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

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

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

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

1. CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19. Learning Management System means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

2. END USER RESPONSIBILITIES

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

2.2. Other Purchaser Responsibilities. Purchaser shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to Purchaser's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated

with the loss or destruction of any data related to the Licensed Software that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

(g)   provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3.   TYLER RESPONSIBILITIES -- SUPPORT SERVICES

3.1.   General Services for Reporting Production Documented Defects.

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

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

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

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

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

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

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

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

(a)   assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b)   providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c)   providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

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

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

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

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

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

3.13.   Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14.   Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

4. ADDITIONAL SUPPORT SERVICES

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

5. VERSION RELEASES

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

6. THIRD PERSON SOFTWARE

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

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

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

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

7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the maintenance and support fees as set forth on Exhibit C (the "Maintenance and Support Fees") for the period detailed therein and thereafter at then-current rates. Tyler hereby waives the annual Maintenance and Support Fees commencing on the Effective Date through August 31, 2015. Purchaser shall pay the prorated amount for September 1, 2015 through November 30, 2015 due on September 1, 2015. Annual Maintenance and Support Fees shall be due annually in advance thereafter on December 1.

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

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

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

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence on the Effective Date and shall continue in effect for an initial period expiring on November 30, 2015; provided, however, that at the end of such initial term, and on each subsequent anniversary thereof, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.2.

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

8.3. Non-Appropriation. If Purchaser should not appropriate or otherwise make available funds sufficient to maintain the products subject to this Agreement, or other means of performing the same functions of such products, Purchaser may unilaterally terminate this M&S Agreement upon thirty (30) days written notice to Tyler. Upon termination, Purchaser shall remit payment for all services delivered to Purchaser and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Purchaser will not be entitled to a refund or offset of previously paid fees.

8.4. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.4. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

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

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

10. DISPUTE RESOLUTION

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

11. MISCELLANEOUS

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

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

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

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

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

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

(Exhibit C)
Payment Schedule

Category	Task Name	Estimated Completion Date	Payment	Payment Milestone
	Contract Execution	8/12/2014		
License	50% License Payment	8/12/2014	$962,790	Contract Execution
Project Management	PM - Quarter 1	11/10/2014	$88,000	PM Services Delivered
Configuration/Consulting	Integrations Fit Analysis	12/18/2014	$53,211	Integration Fit Results Report
Configuration/Consulting	Application Fit Analysis	1/5/2015	$53,211	Application Fit Assessment Report
Development	Conceptual Project Designs for Integration Enhancements	1/28/2015	$57,234	CPD Documents Delivered to Kane
Project Management	PM - Quarter 2	4/28/2015	$88,000	PM Services Delivered
Training	Subject Matter Expert (SME) Training	2/11/2015	$73,200	Training is Complete
License	25% License Payment	2/12/2015	$481,395	System Configuration Complete
Development	Conceptual Project Designs for Application Enhancements	2/12/2015	$57,234	CPD Documents Delivered to Kane
BPR	Business Process Review	3/13/2015	$42,880	Business Process Review Status Report
Project Management	PM - Quarter 3	4/5/2015	$88,000	PM Services Delivered
Development	Develop Tyler Supplied Integrations	5/26/2015	$57,234	Sprint Review Completed
Configuration/Consulting	Conduct Configuration Workshops	6/4/2015	$53,211	Configuration Workshops Complete
Configuration/Consulting	Business Process Documentation is Developed	6/5/2015	$53,211	Business Process Documentation is Delivered
Conversion	Conversion Test #1	6/19/2015	$52,600	Test results are provided to Kane
Development	Develop Application Refinements	6/24/2015	$57,234	Sprint Review Completed
Conversion	Complete Initial Data Mapping	7/20/2015	$52,600	Provide Conversion Scripts
Project Management	PM - Quarter 4	9/22/2015	$88,000	PM Services Delivered
Conversion	Conversion Test #2	8/11/2015	.$52,600	Test results are provided to Kane
License	25% License Payment	8/12/2015	$481,395	Odyssey System Go-Live
Configuration/Consulting	Forms Workshop and Consulting	8/25/2015	$53,211	Forms consulting is completed.
Development	ADR Reporting Delivery	8/25/2015	$57,234	ADR Reports Completed and Tested
Development	Integration Delivery to the Kane Test Environment	8/28/2015	$57,234	Integration Development Approval
Configuration/Consulting	Configuration Documentation is Developed	8/31/2015	$53,211	Configuration Documentation is Delivered
Configuration/Consulting	Security Configuration	9/4/2015	$53,211	Security Configuration Status Report
Conversion	Conversion Test #3	9/22/2015	$52,600	Test results are provided to Kane
Development	Refinements Delivery to the Kane Test Environment	9/25/2015	$57,234	Application Functional Approval
Conversion	Conversion Test #4	10/28/2015	$52,600	Test results are provided to Kane
Project Management	PM - Quarter 5	11/10/2015	$88,000	PM Services Delivered
Conversion	Conversion Test #5	12/2/2015	$52,600	Test results are provided to Kane
Conversion	Final Conversion Test (#6)	1/11/2016	$52,600	Test results are provided to Kane
Training	Go Live Training	1/28/2016	$73,200	End-user training Complete
Project Management	PM - Quarter 6	11/29/2015	$88,000	PM Services Delivered
Conversion	Go Live Asssessment	2/9/2016	$52,600	Go Live Assessment Report
Go Live Assistance	Conduct System Test	2/23/2016	$106,050	Systems Testing Status Report
Go Live Assistance	Go-Live Support	3/21/2016	$106,050	Mobilize Go-Live Support Team
Training	Follow-up Training & Transition to Support	4/8/2016	$20,400	Formal Acknowledgement of Project End
			$4,069,280	

Category	Annual Maintenance	Due Date	Amount
Maintenance	First Year: Sept. 1, 2014 - August 31, 2015	-	$0
Maintenance	Renewal 1: Sept. 1, 2015 - Nov. 30, 2015 (Prorated 3 Months)	8/12/2014	$101,093
Maintenance	Renewal 2: Dec. 1, 2015 - Nov. 30, 2016	12/1/2015	$404,372
Maintenance	Renewal 3: Dec. 1, 2016 - Nov. 30, 2017	12/1/2016	$404,372
Maintenance	Renewal 4: Dec. 1, 2017 - Nov. 30, 2018	12/1/2017	$404,372
Maintenance	Renewal 5: Dec. 1, 2018 - Nov. 30, 2019	12/1/2018	$404,372

(Exhibit D)
Statement of Work

Scope of Work

Kane County Illinois

Odyssey Software Implementation

Tyler Technologies, Inc.
Courts and Justice Solutions

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Plano, TX 75024

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1 INTRODUCTION

Kane County (the County) has spent considerable time and resources planning for the replacement of its Justice Management Systems. The County has sought the counsel of industry consultants offering multiple options for consideration to achieve the goals of this project. Tyler has partnered with the County to create a Statement of Work that clearly identifies the steps in this 18 month project culminating in a single go live event followed go live for File and Serve and gets the County to its goal of a unified system.

The County currently faces the challenge of several disparate justice systems that work independently of each other with little or no integration between offices. It has also described a process where many critical tasks occur with the passing of paper files or individual system queries. The current environment also provides limited access to the County's citizens and attorney partners. The above challenges result in a very inefficient business environment, but one that can be dramatically improved by a truly unified software solution.

Tyler Technologies has evaluated this project very carefully to determine its critical success factors. The County's goals in this project are very achievable and will certainly enhance the internal and external services for the Court. However, there are complex challenges inherent to this project and the level of unification the County wishes to achieve. Tyler has carefully considered all of the necessary elements as we built our SOW for this project.

Tyler has the unique ability to offer Kane County with a solution that will accomplish a fully unified view of all critical data from the Court, the State's Attorney and the Public Defender, allowing each agency to have the accurate and timely view required to make informed decisions. This solution maps all key data elements between the agencies and controls access to pertinent data via rights and roles and security settings. It also allows the solution and the County to grow together without worrying about keeping integration hubs in sync with new software versions.

Our proposed solution encapsulated in the below SOW will unite the Courts, the State's Attorney, the Public Defender, and the filing community via a single solution to create the most efficient possible business scenario. Tyler has combined the right software solution and the proven experience to provide the County with a Proven Path to a Unified System.

2 PROJECT MANAGEMENT APPROACH

Tyler's project management approach seeks to effectively balance constraints of time, cost, and scope through:

- A statement of work that clearly defines project deliverables and constraints as well as a formal process for managing scope change
- Clearly defined roles and responsibilities for both the County and Tyler, including well-defined authority for approving project goals and scope
- Direct and frequent communications
- Continuous risk assessment and risk management
- Substantial participation by the client in both the management and implementation of the project

Tyler's methods also call for detailed attention to usage of the system after the go-live to ensure that Odyssey is meeting all business needs originally set forth, and that appropriate levels of follow-up training are delivered.

2.1 SCOPE MANAGEMENT

The project scope is defined at the beginning of the implementation and managed carefully throughout. The statement of work provides the baseline that clearly defines project deliverables and constraints as well as a formal process for managing changes. During the planning phase, Tyler will work with the Client to define specifically what is in and out of scope.

Managing project scope through a change control process is perhaps the most important aspect and greatest challenge of project management. Failure to agree upon, document, communicate, and manage changes to scope can have a significant impact on the success of the project and can lead to frustration and disputes. Scope control and change management are governed by the following principles:

- A baseline document (statement of work) that defines project scope must be established.
- The assumptions in the baseline document must be validated early in the project.
- The project scope document must be communicated to all key project participants.
- Changes to scope should be allowed only through a formal, auditable process.
- Scope changes must be approved by project sponsors.
- The contract or services agreement must define the mechanism for amending project scope.

The initial contract and statement of work serve as the baseline for the project scope. These documents are reviewed and validated through the application fit analysis activity early in the project. The statement of work is then revised to incorporate changes identified during the fit analysis and then communicated to the project participants.

After the participants have reached an agreement that the project scope has been properly documented, changes to the scope must follow a formal procedure that is auditable by and accountable to the project sponsors. As project participants raise issues during the course of the project, the impacted project teams first seek to agree as to whether the issue is in scope or out of scope. If the project teams cannot arrive at a consensus, the issue is escalated to the project management team for consideration.

If the issue is found to be in scope, Tyler and the client work together to revise the project plan and statement of work to account for the change. If an issue is found to be out of scope, the project management team must document the cost, budget, schedule, and quality impact of both implementing and not implementing the change. The project management team then prepares and submits a recommendation to the project sponsors for approval.

Only the project sponsors can approve an expansion of the project scope. If the project sponsors approve the scope change, the statement of work is revised and appropriate contract documents are executed to authorize the change in scope.
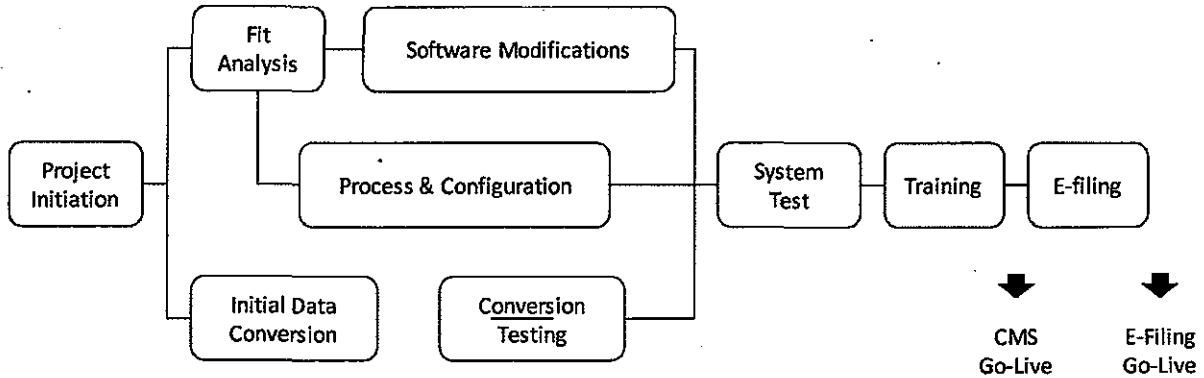
2.2 PROJECT MANAGEMENT

Table 2.2 – Project Management Deliverables

Project Management Deliverables	Description	Responsibility
Statement of Work	This Document	Tyler and Kane County
Project Charter	Document that Summarized the scope and objectives of the project, the project stakeholders and their roles and responsibilities	Tyler and Kane county
Project Plan	Document that defines how the project is executed, monitored, and controlled	Tyler
Project Schedule	The MS Project schedule used to track the project timeline and tasks.	Tyler
Communications Plan	Names, roles, emails, and phone numbers of project team members for this phase. Regular meeting times, agenda, and meeting note formats.	Tyler and Kane County
Monthly Status Report	Monthly report of project status, with schedule, tasks, and deliverables	Tyler
Status Meetings	Regular status meetings through the duration of project, as needed. These will normally occur every two weeks but at certain times during the project will be more frequent.	Tyler and Kane County
Monthly Financials Spreadsheet	Tracking of Tyler's monthly financials. Submitted to Kane County monthly along with a letter describing the tasks for the next month.	Tyler
Phase/Task Acceptance Document	Document that formalizes Kane County acceptance of a particular phase of work or project task.	Tyler provides Kane County approves
Risk Management Plan	Risk log documenting potential risks to project timeline and scope.	Tyler and Kane County
Scope Change Plan	A formal, auditable process for agreed upon scope changes.	Tyler and Kane County

3 SCOPE AND APPROACH

The objective of this project is to implement the Odyssey Product Suite in Kane County, Illinois. This section describes the anticipated scope of and approach to the implementation project.

This graphic illustrates Tyler's overall approach to the implementation project, with more supporting details below.

3.1 BUSINESS AREA SCOPE

County Agencies in Scope
• Circuit Court • Circuit Court Clerk • State's Attorney • Public Defender
Odyssey Products in Scope
• Odyssey Case Manager (all case types) • Odyssey Financial Manager • Odyssey Attorney Manager • Enterprise Document Management System • eSignature • Integration Toolkit • Enterprise Custom Reporting • SessionWorks – Judge Edition • SessionWorks – Clerk Edition • Record on Appeal • Public Access • ePayments • Secure Public Access/Odyssey Portal

Current Systems to be Replaced
• JANO – Circuit Court and Clerk CMS, to be replaced by Odyssey Case Manager and related Odyssey products.
• Real Vision Imaging – Current Circuit Court and Clerk Document management system, to be replaced by Odyssey Enterprise Document Management System for case -related documents.
• Multiple miscellaneous point solutions in the subject agencies, some of which may be eligible for replacement by Odyssey

3.2 APPLICATION FIT ASSESSMENT

The Fit Assessment includes a review of Odyssey capabilities with the client's existing environment. Several key goals of the Fit Assessment have significant impact on the overall project plan:

- Develop a common understanding of application capabilities.
- Validate conformance of existing application capabilities to functional requirements.
- Identify areas where application features are inconsistent with current practice
- Identify incompatibilities with application capabilities and existing business processes, and
- Identify data conversion risks and risk-mitigation strategies.

Fit Assessment Tasks	Description	Responsibility
Business Scenarios	Documentation delivered to Tyler (prior to the Fit Assessment) that describes the existing business use of the current ("legacy") system.	Kane County
Fit Assessment Workshop	On-Site meetings to compare Odyssey capabilities to the existing legacy systems. Business process changes and gaps are identified.	Tyler and Kane County
Fit Results	Deliver documentation to Kane County with the Fit results.	Tyler

Action items identified and information learned during the Fit Assessment is fed into other work streams and incorporated into specific task execution plans.

3.3 SOFTWARE MODIFICATIONS / INTEGRATION ENHANCEMENTS

The Fit Assessment may yield "gaps" that will need to be addressed. The requirements identified in Tyler's responses to the county's functional and technical requirements are known and have been taken into account. Other gaps will be addressed by requested enhancements to the Odyssey product. The table below describes additional enhancements identified for this project.

3.3.1 SYSTEM MODIFICATION SCOPE

Working from the results of the Fit Assessment, Kane County will review each potential Odyssey enhancement in light of its business need, priority, and available customization budget. Kane County will then decide which Odyssey enhancements, if any, will be needed. Once a firm set of enhancements is known and approved via an Authorization Order for each enhancement, Tyler will proceed with the conceptual designs.

The first step in the development process is the preparation of a conceptual project design (CPD) document. The CPD describes the business problem and how it will be addressed in Odyssey. It "tells the story," in addition to

outlining the technical solution. The goal is to ensure that the requirements have been properly translated into a design that solves the business problem. The CPD is reviewed with the client either through a GoToMeeting session or an on-site review. Modifications are made if necessary to the CPD prior to client approval. During the CPD process, the original sizing estimate done during the Fit Assessment is reviewed. Once Kane County agrees that the design is acceptable (and signs off on the CPD), Tyler will proceed with the development.

For certain enhancement requests, Tyler will ask Kane County to take part in additional enhancement design/review meetings held throughout the development cycle. Because this process adds overhead to the development cycle, it is ideal for larger enhancements only or enhancements where the Tyler team feels there is a higher than normal risk of missing a requirement.

The Tyler project manager will communicate anticipated release and review periods with the client project manager. Additional activities, including configuration, testing, and enhancement approval, will be performed as part of the development release cycle.

Deliverables include the Authorization Orders, CPD Documents, and the delivered enhancement(s).

Table 3.3.1.1 – Tyler Modifications

Reference	Kane Questions/Issues	Odyssey Modification
Protected Party Tab	How can access to party records with the following protected roles be limited to the Public Defender: Undisclosed Witness/Expert, Multiple Defendant Division (MDD) Undisclosed Witness/Expert, Investigative Target? How can access to party records with the following protected roles must be limited to the State's Attorney: Suspect (uncharged), Victim in uncharged cases, Minor/Sexual Assault Victim, Grand Jury Witness, Juvenile Offender, Juvenile Abuse & Neglect Victim?	New development project to have a "Public Defender Witness" and "Prosecutor Witness" party type that is not searchable by any other product centers and can only be connected to the appropriate Attorney Manager case (i.e. Public Defender Witness can only be linked to a Public Defender case; Prosecutor Witness can only be linked to a Prosecutor case). There will be a drop down menu that will handle contain roles configured by the respective office. Under each offices respective new tabs multiple types of witness/victim etc can be selected from a drop down menu.
Protected to non-protected status	If the State's Attorney files charges, how can the Suspect and associated Victim roles be changed automatically to the corresponding unprotected roles if they are not juveniles?	New development that is triggered based on a single, specific event (file/indict date on charges, charging instrument creation, etc.) that updates the protected extended connection to a non-protected connection so that the party can be searched for and linked to the Case Manager case. ***This assumes that Protected Party Tab has been developed.
Conflict Resolution	How can the PD receive the following weekly reports of potential conflicts: 1. New client is a defendant in another PD case, 2. New Client is a victim, witness or investigative target in another PD case?	Kane County can write an ECR report, or one can be provided by Tyler. New development to create a report that shows new cases added during a date range where the defendant is already connected to another, active case.

Reference	Kane Questions/Issues	Odyssey Modification
Task checklist	How can checklists be created and enforced for new SA/PD cases (e.g. order police reports, tender discovery, order lab reports)?	New development to create a workflow diagram that adds tasks on case creation for the various items that need to be performed. This estimate is based on adding 3 tasks for the activities specified, so could be increased depending on complexity, escalation rules, number of tasks created, etc.
Case assignments	How can case assignments to judges and court rooms be automatically assigned by agency, case type, subcase category, class or offense? We may need a project to be able to assign to judge & courtroom based on subcase or offense code.	New development to create a custom business rule to match case assignments to judges and court rooms based on Kane business rules including agency, case type, subcase category, class or offense.

3.3.2   INTEGRATION SCOPE

During the Fit Analysis, Tyler will analyze needed integrations. Tyler will produce an Integration Strategy Document that outlines the approach to designing and building the required interfaces and data extracts, as follows:

- What proposed interfaces or extracts will be developed, versus which ones can be eliminated by existing (or new) Licensed Software functionality.
- Tyler has included consulting hours to aid in development of integrations as well as the creation of custom reports.
- When each needed interface or extract will be developed and deployed, noting the anticipated delivery date.
- How each interface or extract will be developed, by whom, and utilizing what software or API.
- Description of the characteristics of the needed interfaces (report, batch, real-time, volume, etc.).
- Technology basis for each needed interface (deployment environment-infrastructure, hardware, software, etc.; web services, FTP, enterprise service bus, ODBC, etc.).
- A narrative and graphical description of each integration flow to be implemented.
- Methods to be utilized for testing by Tyler, and also by the Client, citing acceptance criteria, and
- Presenting a proposed Interface/Extract sign-off procedure.

Tyler will develop the integrations as identified in Table 3.3.2.1. Tyler will also lead onsite workshops to train the Client on the use of the Integration Toolkit, which will enable the Client to develop additional integrations and determine the direction regarding currently undecided interfaces. The results of the Fit Assessment and integration analysis, as documented in the Integration Strategy document, will determine which interfaces will require development.

Table 3.3.2.1 – Tyler Integrations

Integration Tasks	Description	Responsible
Financial Export	Batch process that will capture and export data in flat file format, for eventual consumption by County Financial system	Tyler

Integration Tasks	Description	Responsible
Traffic Citations	Kane County uses APS (Advanced Public Safety) as its eCitation Vendor. A number of Police Departments in Kane County are using the system. A third party interface extracts citation data and images from the APS System and populates the current CMS/DMS. Currently, a productivity add-on application is being used to manage the process of filing cases. Estimation Assumptions: 1) Kane will use the same citation template as Peoria with no changes. 2) APS (or the client) will do development to match the same e-Citation Job as Peoria with no changes. If there are specific APS related functions that are not in the Peoria model they will be scoped at time of integration.	Tyler
Traffic School (Wabaunsee Community College)	Information is exchanged with the local Junior College for drivers who elect to attend driving school. Estimation Assumptions: 1) There will need to be no development done by Tyler to support this interface.	Kane IT
Collections	RFP: The Circuit Clerk and State's Attorney require multiple collection agencies to partner in the collection of past due fees and fines. Files are exchanged for new cases that are added, cases that have been paid and cases that have been collected by the Circuit Clerk. Odyssey must support bidirectional interfaces with a single collections agency (Harris & Harris). Harris & Harris has an interface with Jano and is aware that they will need to have an interface with a new CMS. Odyssey should also support multiple agencies to handle transitioning between collection agencies. Estimation Assumptions: 1) Tyler will build an interface with Harriss and Harris at which point Harris and Harris will translate any collection agency data to/from this format as needed.	Tyler
Illinois Secretary of State	Case Dispositions are transmitted to the Administrative Office of the Illinois Courts Kane reports dispositions in a single file with flags indicating which agency should receive each record. The AOIC is looking at expanding the file format to include additional agencies (DNR, FOID, DOC). It isn't clear which file format Kane will be required to use at go-live. Regardless, Tyler should be responsible for converting to the new file format.	Tyler
Illinois State Police	BOI Disposition Reporting Estimation Assumptions: 1) No development changes are needed to support ADR it is possible that some of this development should be included in the ADR work listed above.	Tyler

Integration Tasks	Description	Responsible
Illinois State Police	BOI Fingerprint data Estimation Assumptions: 1) No development changes are needed to support ADR.	Tyler
Administrative Office of the Illinois Courts	Statistical Reporting Estimation Assumptions: 1) No development changes are needed to support ADR.	Tyler
VINES	Case information is sent to the Victim Notification System on a daily basis. Case information is sent daily via an automatic FTP process. The Circuit Clerk notifies VINES of 3 events (new case, court date scheduled, disposition). Estimation Assumptions: 1) There will need to be no development done by Tyler to support this interface - use our existing VINES interface.	Tyler

3.3.3 DEVELOPMENT OUTPUTS

The outputs for the development process are:

Development Output	Description	Responsibility
Change Requests	The initial high-level description and estimate to complete and enhancement	Tyler creates, Kane County IT approves
Conceptual Project Designs	The more detailed design document that describes screen shots, functionality, etc. The initial estimate for the enhancement is also revisited.	Tyler creates, Kane County IT approves

3.4 SYSTEM CONFIGURATION AND BUSINESS PROCESS DEVELOPMENT

After Fit Analysis is complete and a working Odyssey test environment is established, Tyler will conduct a Configuration Workshop with the Kane County Project Team using the current Odyssey release. Goals of the Configuration Workshop are as follows:

- To give an overview of how Odyssey is configured.
- To develop an understanding of what each configurable item is and how it is used.
- To develop a matrix to identify who is responsible for the remaining configuration items and when they are due.

The goal of this workshop will be to configure 80% of the codes for this phase. After Odyssey has been configured, the configuration will be tested to simulate/test business processes. A number of iterations of configuration changes and processes development will typically take place, resulting in fully defined business processes. Concurrent with the business process development activity, the Project Team will develop test cases and training materials (see the Testing and Training sections 2.6 and 2.7). Additional configuration may be required for new enhancements when they are delivered.

As the business processes are developed the Project Team will identify forms which will be used. Forms Development will be done in conjunction with the development of the business process. When the business processes using Odyssey are reviewed by the departments, it will include the review of the forms.

Table 3.4 – Configuration and Business Process Review

Configuration and Business Process Development Tasks	Description	Responsibility
QA-R2014	The pre-configured codes that are delivered with the initial system.	Tyler
Existing Legacy Codes	Documentation delivered to Tyler (prior to the configuration workshop) that describes the existing configured codes used in the current ("legacy") system.	Kane County
Configuration Workshop	On-Site meetings to configure the Odyssey product(s) which are in scope.	Tyler and Kane County
New Business Processes	Documentation of the business processes to use with Odyssey after go-live.	Kane County
Forms Workshop	On-Site training on Odyssey forms development and administration.	Tyler and Kane County
Forms Development	Develop forms using MS Word that will be generated from Odyssey.	Kane County
Configured System	The final product—a fully configured system ready for system testing.	Tyler and Kane County

3.5 DATA CONVERSION

3.5.1 OVERVIEW

A good, quality data conversion is a key factor in a successful software implementation. However, data conversions are very difficult. Tyler has significant experience in converting justice systems into Odyssey. Tyler has developed a world-class conversion methodology, which has been expanded and enhanced based on hundreds of successful conversions. This methodology supports all the Odyssey products, so Tyler has experience in converting unified court/clerk environments. Tyler has a dedicated conversion team, separate from the Odyssey product or integration developers.

3.5.2 INITIAL CONVERSION ACTIVITIES AND SETUP

Initial conversion activities will begin shortly after the kickoff meeting. While the conversion cycles of each phase will have unique characteristics, a significant amount of the analysis and tools built for the first conversion likely will be reused in subsequent phases. Tyler will assign a conversion specialist who will perform each conversion iteration.

To help Tyler understand the different data conversion conditions, Tyler will conduct a code mapping workshop. This trains the users to link codes in their legacy system to codes configured in Odyssey. Like other workshops, this has some very formal structure to help both teams understand all the elements involved with the conversion. In addition to understanding the structure and conversion techniques, the workshop enables the teams to organize their team structure formally, deciding who is doing what and when.

Initial Conversion Tasks	Description	Responsibility
Code Mapping Workshop	Training for the SMEs on use of the Code Mapping tool, which facilitates mapping legacy codes to configured Odyssey codes.	Tyler
Mapped Codes	The matrix of legacy codes and how they correspond to codes in Odyssey. A configured Odyssey system is a prerequisite. This is performed in the Code Mapping tool, which is	Kane County SMEs

	provided by Tyler. After code mapping training, codes are mapped by the SMEs, with Tyler assistance.	

3.5.3 CONVERSION ITERATIONS

The conversion process will be iterative—data will be moved from the legacy system to an Odyssey Test environment via the Intermediate File Layout (IFL), a tool that Tyler has developed to move data during conversions. Each iteration is defined as a conversion "push". The following key steps occur in each push:

- Extract data records from the legacy system(s).
- Import the extracts and mapped legacy data into the IFL application.
- Validate the data and mappings in the IFL.
- Export the data from the IFL into the chosen Odyssey site.
- Review the data in Odyssey, document requested corrections / adjustments for the next push.
- Determine any source data cleanup needed and perform those updates.
- Repeat, as required and in scope.

It is very common to find issues with the conversion, especially in the initial push cycles. After each push, data will be reviewed by Tyler and the Kane County Subject Matter Experts (SMEs). This will allow for comparison of converted data with the existing legacy system(s). Tyler will conduct a data review after each push, and issues will be reported to Tyler's data conversion team as they are found, for resolution in the next push or via data scripts. This process will be repeated for each push, until issues are resolved to Tyler's and Kane County's satisfaction. The final push will be performed to the Odyssey Production environment for go-live.

The key conversion steps during this activity are:

Conversion Tasks	Description	Responsibility
Legacy Data Extracts	Data extracted from the legacy system(s) for upload to the IFL. File layouts need to be in the same format for each extract.	Kane County IT
Data Reviews	Review of the data, including those done by Tyler personnel as well as Tyler-led review workshops at the client site. Heavy participation by SMEs is key to a quality data conversion.	Tyler and Kane County SMEs
Converted Data	The end product of data conversion (after all conversion iterations)—clean converted data residing in Kane County's Odyssey environment.	Tyler and Kane County SMEs

Per the scope section of this document, the current budget for this phase assumes that 6 complete conversion pushes will be required (including the final push). Once the data is clean and ready, the data will be passed one final time for the Go-Live into the Production database. For the final pass, the legacy system(s) will typically be operational until close of business on a Friday. The conversion activities would start at that time with the objective that Odyssey production is ready on Monday morning at open of business. The legacy system(s) will be in view-only mode after go-live.

Assumptions:
1. Financial conversion will use either the existing Jano transaction data or the balance data as the basis of the financial conversion, but not both. Whichever data is used (transaction or balance) the other data can be brought in as commentary.

2. Balancing converted Jano data with any outside system will only be as good as the current balancing between Jano and that system.
3. If there are discrepancies between the Jano transaction data and Jano balance data as it appears on screen(s) within the Jano application, Odyssey application and data will match one number based on the data used (see assumption 1).

3.6 SYSTEM TESTING

. The Project Team will take a process scenario-based approach to testing. This approach will be documented in and orchestrated by a Test Plan. Instead of testing each function, the developed business processes will be expanded and made into test scripts. These test scripts will be used to test the Odyssey application. The Odyssey application will need to be tested in several ways:

Testing Tasks	Description	Responsibility
Test Plan	A document that describes what will be tested and how the testing will be performed.	Tyler and Kane County
Business Processes Testing	Testing of current functionality to ensure that it matches business processes.	Tyler and Kane County
Enhancements Testing	Testing of any enhancements when they are available to ensure that they working as designed.	Tyler and Kane County
Interface Testing	Testing of interfaces to and from the core Odyssey application.	Tyler and Kane County
Peripherals Testing	Testing of peripherals to ensure they work.	Tyler and Kane County

3.7 TRAINING

Training for Odyssey users will be broken into modules and delivered by functional role within each agency. This training includes technical training for technical staff in the County on report generation forms etc. Tyler will deliver the training to the end users. Tyler will develop, with Kane County input, a training matrix which details the training approach, modules, number of users, and user roles. Upon confirmation of the Training Matrix, Tyler will develop a detailed Training Plan identifying all staff across the affected agencies and the modules, timing, and location of courses.

Public (Web) Access users will not require training.

The Training Plan will be segmented by County Agency, and will accommodate that users from each agency are trained together and receive training that is specific to their Odyssey functions and features.

The primary goals of training are:

- Provide instructor-led training utilizing training materials (manuals) that are repeatable producing predictable results.
- Provide instructor lecture and demonstrations, with hands-on exercises   .
- Provide a stable, predictable and consistent training environment dedicated to the needs of the Odyssey trainers.

- Each modification of the software may change how users operate the system. The training approach will need to accommodate this.
- Establish a separate training environment and develop a baseline training database. This environment will need to stay synchronized with the Odyssey production environment.

Training Tasks	Description	Responsibility
Training Matrix	Documentation that describes the specific course modules to be delivered and delineates the staff to be trained and the appropriate modules. This tool helps establish the frequency / duration of the training classes and is input to the Training Plan.	Tyler and Kane County
Training Plan	Individual users are also listed, along with their role and specific training they will receive.	Tyler and Kane County
Training Materials	Kane County Training Materials, by training topic / module.	Tyler
Kane County – Specific Training Exercises	Exercises inserted into the generic training materials to provide a business context to the technical training. These exercises are based on the business processes previously documented as outlined in Section 2.4.	Kane County
Training Sessions	On-Site training for end users. These are delivered by Tyler to the users as specified in the Training Matrix and Plan. Typically, this training will occur as close to go-live as possible.	Tyler

3.8 GO-LIVE AND POST IMPLEMENTATION ACTIVITIES

Go-Live is a very busy time, both for Tyler personnel and our clients. This is where all work streams come together in order to provide a smooth transition to the Odyssey system. Go live assessments will be conducted at multiple points from 30 to 120 days prior to the go live date to determine the state of readiness. Go live will take the form of a single go live event go live for all offices. At a checkpoint prior to training, the Project Team will meet to make a "go / no-go" decision based on the current state of the configuration, data conversion, and other go-live factors. If the decision is "go", then training will proceed and the go-live preparations will begin.

The primary documentation during this time period will be a go-live plan. The go-live plan will provide a highly detailed checklist of tasks the need to be performed prior to and during the go-live transition. The go-live plan will be reviewed and refined regularly throughout the weeks leading up to go-live.

The Go-Live plan will accommodate on-site support for each of the affected agencies and will be adapted to the needs of each agency.

The Tyler team will remain on-site immediately after go-live for 4 weeks. After go-live Kane will be involved with our transitional services team before going on standard support. This will ensure immediate end user support as questions arise.

Go-Live Tasks	Description	Responsibility
Go / No-Go Decision	The decision to proceed or delay the go-live. This will need to occur prior to end user training and will be based on the current state of the configuration, data conversion, etc.	Tyler and Kane County
Go-Live Plan	Detailed list of tasks that must be completed prior to go-live.	Tyler and Kane County

Go-Live Tasks	Description	Responsibility
Go Live Support	On-Site support by Tyler immediately after go-live, in offices of each affected agency.	Tyler

There are a number of "clean-up" activities that may occur during the months after implementation. These activities will be finalized as the project progresses, but will include:

- Data Conversion Cleanup. Typically, there will be some data that needs to be cleaned up in Odyssey. An example of this is the merging of Party Records to eliminate duplicates. In addition, Kane County may request that Tyler run some update queries on the data to efficiently fix some non-critical data issues.
- Business Process Enhancement/Modification. As the end users become accustomed to the Odyssey system, some business processes may change to take advantage of Odyssey functionality.
- Odyssey Enhancements. Despite planning effort, not all needs may be known until the system is "live". Through project management best practices, we will strive to minimize post-implementation enhancements and make any necessary adaptations as smoothly as possible.

3.9   E-FILING IMPLEMENTATION

The implementation project plan includes deployment of the E-Filing system and processes shortly after the CMS deployment, after a period of stabilization has occurred.

The objective of this approach is to absorb the business change in stages to reduce risk and impact to the work force and the public.

The E-Filing implementation may begin with a permissive, or voluntary, phase, soon after the deployment of the CMS solution. During the permissive phase, users may e-file but are not required to. A base of attorneys and general public users are trained and become comfortable with the process, internal processes and configuration are shaken out and solidified, and confidence in the concept is built up. At some time during this permissive phase, the court may begin to refine rules and implement a communication program that will lead to mandatory e-filing.

The operational advantages of e-filing and e-service, both for the court and the public, are only fully realized when participation in e-filing is at or near 100%.

The primary activities in this phase are:

3.9.1   CONFIGURATION

Configuration of the E-Filing solution is based primarily on the configuration choices made in the Case Management implementation. In this activity, Tyler will create a configuration worksheet based on Odyssey Case Management configuration, and will work with Kane County to refine the configuration of the File & Serve system. Some additional configuration is performed which enables optional features in the E-Filing module and influences how CMS configuration appears to e-filers, and what choices they have.

3.9.2   ACCEPTANCE TESTING

Acceptance Testing of the E-filing solution, its configuration, and supporting processes and procedures will be conducted and will conclude with a sign-off and authorization to proceed with Implementation.

3.9.3   TRAINING

There will be a cycle of training for internal court users on e-filing specific processes, such as review and acceptance of e-filed documents, recording and distribution of court orders and events, and handling of proposed

orders. In parallel, there will be a public communication program to make external entities aware of the overall plan and timing and schedule.

Immediately prior to deployment of the solution, the team will conduct training of external users; this is usually through a web conference and audio demonstration model.

3.10 GOVERNANCE

As part of project initiation, a project governance structure will be put in place to set overall project direction, facilitate key business decisions, and ensure alignment of project activities with the County's strategies.

The governance structure will include a Project Steering Committee that will include representation from the Circuit Clerk and Court, the States' Attorney, the Public Defender, County Administration, and Tyler.

The Steering Committee will be coordinated with the existing Judicial/Public Safety Strategic Planning & Technology Commission, so that communication with stakeholder groups is streamlined, and to ensure key justice agencies' needs are represented.

4 ASSUMPTIONS & CONSTRAINTS

4.1 ASSUMPTIONS/CONSTRAINTS

- Major decisions will be made in a timely manner within schedule constraints.
- Go live will take the form of one go live event.
- Specific resources and their allocations will be documented more completely in the Project Charter, to be completed as part of project initiation.
- Odyssey releases will be available during their respective scheduled months.
- Business Process Review, Conversion, and Testing are an iterative process.
- Additional development/implementation work will be billed to the client at a rate of $165 and hour. This figure is subject to cost of living increases over time.
- The implemented solution will seek to maximize the advantages of an integrated system, while at the same time protecting access to each agencies' private data and documents