



Professional Services Agreement

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

Background

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

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

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

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

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Refresher Training for County Clerk / Court Administrator			
Training	40	150.00	\$6,000
			TOTAL CONTRACT AMOUNT
			\$6,000

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

TYLER TECHNOLOGIES, INC.

By: [Signature]
 Name: Jeff Lucchetti
 Title: PRESIDENT, O&J
 Date: 24 May 2016

CLIENT

By: [Signature]
 Name: Lee Ann Jones
 Title: County Judge
 Date: 5-23-16

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. 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

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

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

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

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

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

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

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.



Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Panola County- Additional Training**
For County Clerk, Court Administrator

Proposal Date: March 31, 2016

Submitted by: Judy Kenney
TYLER TECHNOLOGIES, INC.
COURTS & JUSTICE SOLUTIONS
5101 Tennyson Parkway
Plano, Texas 75024
512-608-7483
judy.kenney@tylertech.com

Investment Summary

Panola County



Proposal Valid for 120 Days

Cost Breakdown

Software	Cost	Annual M&S
Software Licenses - Odyssey Product Centers		
Software Licenses - Optional Features		
License Fees	-	-

Services	Hours	Cost
Project Services		
Technical Services		
Implementation Services	40	6,000
Services	40	6,000

Hardware and Third Party Software

Description	Amount
Hardware & Third Party Software	-

Travel Expenses

Description	Amount
Estimated Travel Expenses	1,080

Project Total

Allowance	\$0
TOTAL w/o Allowance	\$7,080

Price Quote Worksheet

Template Revised 4/22/10

Account Information

Account Name **Panola County**
 City & State
 Contact & Title **County Judge, Judge Jones**
 Proposal date **3/31/2016**
 Salesman **Judy Kenney**
 Phone **512-608-7483**
 Email **judy.kenney@tylertech.com**

Valid for **120** Days POC **150**
 M&S Rate **21%**

Hourly Rates

	List	(Discount)	Adj. Rate	PS Rate Discount Approved by
Project Management	\$ 180.00		\$ 180.00	
Fit Analysis	\$ 170.00		\$ 170.00	
Data Conversion	\$ 165.00		\$ 165.00	
Customization/Modifications	\$ 165.00		\$ 165.00	
Configuration & Consulting	\$ 150.00		\$ 150.00	
Training	\$ 150.00		\$ 150.00	
Go-Live Assistance	\$ 150.00		\$ 150.00	

Travel

	Meals	Hotel	Auto			
Per Diem Assumption	51.00	120.00	45.00			
Cost per Airline Ticket						
Number of Days per Trip				Estimated Flights:	-	Cost: -
	% Onsite	# Days	Days Onsite	Meals	Hotel	Auto
Project Management	0%		-	-	-	-
Fit Analysis	0%		-	-	-	-
Data Conversion	0%		-	-	-	-
Customization/Modifications	0%		-	-	-	-
Configuration & Consulting	0%		-	-	-	-
Training	100%	5	5	255	600	225
Go-Live Assistance	0%		-	-	-	-
Subtotal		5	5	255	600	225
				Total	1,080	

0% Discount
\$1,080

Third Party Hardware & Software (Attached as separate pages)

Description	Amount
Hardware & Third Party Software	-

Internal Metrics

Revenue per hour \$ 150.00

Software Licenses

Panola County Proposal



Product Centers

Proposal Valid for 120 Days

Modules/Options Included in Proposal	Cat	Base License Fee	Adjusted License Fee	Annual M&S
There is no additional license required.				

Product Center Licenses

-	-	-
---	---	---

Optional Features

Modules/Options Included in Proposal	Cat	Base License Fee	License Fee	Annual M&S
--------------------------------------	-----	------------------	-------------	------------

Optional Features Licenses

-	-	-
---	---	---

Total License Fee

Total Product Center & Optional Software Licenses

-

Professional Services

Panola County Proposal



Proposal Valid for 120 Days

Project Services

Project Management	Months	PM Dedication	Total PM (Hours)
Estimated Duration of Project (Months) (Scheduling and prepping)		0%	2
Data Conversion	Number	Hours Per Conv	Total Conversion (Hours)
Number of Conversions			
Technical Services	Allowance for Technical Services (Hours)		
N/A			

Implementation Services by Office (in Days)

Office/Division/Department	# of Users	Business					Total Days
		Process Review	Setup & Config	Initial Training	Go-Live Assistance	Follow-up Training	
Refresher training for County Clerk (And Court Administrator)	-			5.0			5.0
Total Days	-			5.0			5.0

Services by Activity

Project Services	Days	Hours	Rate/Hour	Cost
Project Management			180.00	\$ -
Subtotal - Project Services				\$ -
Technical Services	Days	Hours	Rate/Hour	Cost
	0	-	165.00	\$ -
	0	-	150.00	\$ -
	0	-	165.00	\$ -
	0	-	165.00	\$ -
Subtotal - Technical Services				\$ -
Implementation Services	Days	Hours	Rate/Hour	Cost
Business Process Review/Consulting	-	-	170.00	\$ -
Setup, Configuration & Consulting	-	-	150.00	\$ -
Initial Training	5.00	40	150.00	\$ 6,000
Go-Live Assistance	-	-	150.00	\$ -
Follow-up Training	-	-	150.00	\$ -
Subtotal - Implementation Services		40		\$ 6,000
Total Project Services		40	Hours	Services Cost \$ 6,000

Assumptions and Notes

Panola County Proposal



Proposal Valid for 120 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

There will be no conversion.

Technical Services

No Technical Services

Equipment

Client will provide PCs with Odyssey supported operating systems.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes specific time for Tyler analysts and trainers to assist the Client with configuration of the system, which includes defining security, setting up code tables, and defining system behavior and business rules. This activity requires significant participation by Client personnel.

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 15 participants per instructor. Training is conducted during normal business hours.

Travel

Client will reimburse Tyler for actual and reasonable travel expenses, at least the rates specified by the US General Services Administration.

To: Panola County Commissioners Court
From: LeeAnn Jones, County Judge 
Re: Procurement of Tyler Technologies Software Training
Date: May 23, 2016

Panola County currently has a contract with Tyler Technologies, Inc. for use of Odyssey software. The County Clerk and Court Administrator desires additional training for use of this software. Since this is a proprietary software of Tyler Technologies, Inc. they are a sole source of training for this software.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-74463

Date Filed:
 06/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Tyler Technologies, Inc.
 Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Panola County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2016-49
 Software training services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pope, Daniel	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King, J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-74463

Date Filed:
06/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Panola County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

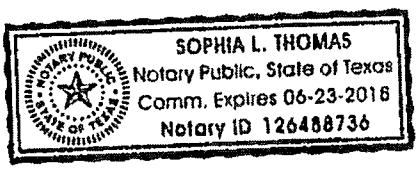
2016-49
Software training services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mitchell Spence, this the 22nd day of JUNE, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Sophia L. Thomas
Printed name of officer administering oath

Notary

Title of officer administering oath