



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Burleson Municipal Court.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who

have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation

of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

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

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

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

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by

the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as

described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise

permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (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; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Burleson Municipal Court

By: ADiaz

By: Dle Cheatham

Name: Andy Diaz

Name: Dale Cheatham

Title: VP & Associate General Counsel

Title: City Manager

Date: 9/27/2016

Date: 9/19/16

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Burleson Municipal Court
141 West Renfro
Burleson, TX 76028
Attention: Director of Info. Technology

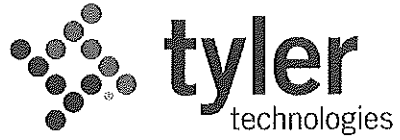


Exhibit A
Investment Summary

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

[The remainder of this page is intentionally left blank.]

Investment Summary

Mark Eder
Burleson Municipal Court



Prepared for: Burleson Municipal Court Contact Person: Mark Eder Address: 141 West Renfro Burleson, TX 76028 Phone: 817-426-9672 Fax: 0.00 Email: 0.00	Contract ID #: 2016-0160
	Issue Date: 08/23/16
	Sales Rep: L. Midkiff
	Tax Exempt: Yes / No

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
Total Hosted (Online) Applications		800			800	1,200
Total Applications Software						
<i>License Fees - INCODE Court Case Management Suite</i>	16,075	38,580	9,645		64,300	16,350
<i>License Fees - INCODE Document Management Suite</i>	275	660	165		1,100	
<i>Discount if Signed by Oct. 1st 2016</i>	(1,383)	(3,318)	(830)		(5,530)	
Total Professional Services						
<i>Implementation</i>				16,000	16,000	
<i>Project Management & Final Implementation</i>				12,500	12,500	
Totals	14,968	36,722	8,981	28,500	89,170	17,550

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.



Software Licenses

Mark Eder
 Burfeson Municipal Court
 August 23, 2016



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite						
Criminal Court Case Management	41,000	120	15,000	64,300	16,000	16,075
Cashiering	4,400	8	1,000			
Incode Scheduling <i>(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)</i>	6,900	Included	Included			
Brazos Citation Issuing Device Interface <i>(Citation Import, Auto Citation Import, Warrant Export)</i>		Included	Included			
Court/Police (non-Incode) Interface - OSSI <i>(Import or Export of Citations/Warrants/Dispositions)</i>	5,500	Included	Included			
General Ledger (non-Incode) Interface - HTEI	6,500	Included	Included			
Incode Content/Document Management Suite				1,100		275
Incode Printing and Reporting Solutions						
Secure Signatures <i>(Includes 2 signatures)</i>	1,100	Included	Included			
Professional Services					12,500	
Professional Services						
Final Implementation		60	7,500			
Project Management			5,000			
Incode Application Subtotal						
		126	16,000	65,400	16,000	16,350
Professional Services						
		60	12,500		12,500	
Discount if Signed by October 1, 2016				(5,530)		
Application and System Software Total						
		186	28,500	59,870	28,500	16,350



Hosted Applications

Mark Eder
 Burleson Municipal Court
 June 17, 2016



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee - Hardware Configuration - DNS registration	1	800	800	
INCODE Court Online Component				
Monthly support/maintenance fee - Display of citation/citations for payment - Display of Payment Plans - Payment Options - Drivers Safety Course - Deferred Disposition - Make Payment - Collects plea from defendant - Security – SSL (Secure Socket Layer) - Payment Processing - Credit Card • Payment packet is created to be imported to Court System NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.	100	/month	1,200	1,200
Hosted Applications Total			2,000	1,200





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

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

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

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

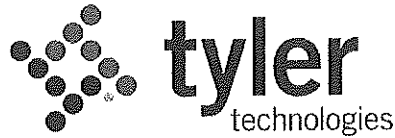


Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

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

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

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
 - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
 - 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make

available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for

online payment no more than once per year with sixty (60) days prior written notice.

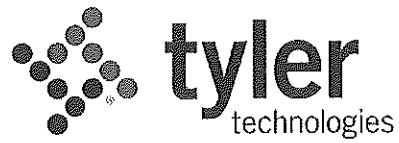


Exhibit E
Statement of Work

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Statement of Work

Software and Implementation Services

Prepared for:

City of Burleson, Texas
Constance White
141 West Renfro, Burleson, TX 76028

Prepared by:

Lee Midkiff
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE
6/15/2016

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Statement of Work

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Project Scope & Summary

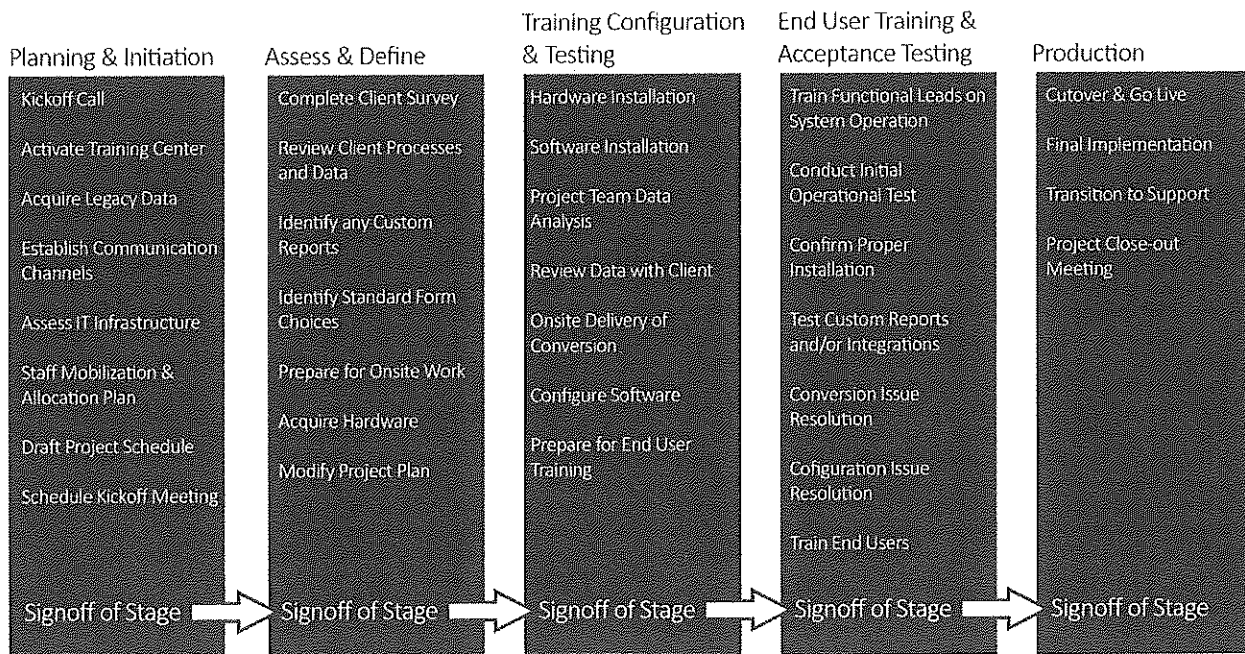
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system. The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.
- **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.
 - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
 - Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
 - Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes

requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against pre-mature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

Attachment E. Product Control

Attachment A. Work Acknowledgement Form

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Attachment B. Change Order Form

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact:

Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Interfaces

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Citation Import – XML

This Interface Control Document (ICD) describes the interface between INCODE 10 Court and any third party vendor and will adhere to Tyler XML format specifications. If a different XML layout is required, then the requirement definition will need to go through discovery and approved by Tyler Technologies.

Interface	Notes
Core Products and Version:	INCODE 10 Court 2012.1 and up.
Short Description:	Provides a standard method of importing citations from any third party vendor.
Long Description:	<p>This interface provides a process to import citations in bulk from any third party vendor using an XML file layout of citations from the vendor to INCODE 10 Court. The process eliminates data entry of citations by the Court. The Court will set up the Citation Import Process and consume the designated citation import file through a process that can be run by the Court as often as necessary.</p> <p>This file layout can also be used to import images of the Citation (if you have TCM) or photos of the defendant. This requires the Vendor to send the additional images along with the Citation Import file as well as reference those images in the file. See XSD for details. (<Image> & <violator_photo> elements available)</p>
Tyler System(s) Involved and Version(s):	Citation Import Process Standard XML Input
Setup Needed:	Citation Import Interface must be licensed Citation Import source needs to be setup Citation Import Process need to be setup
Third Party Products:	If using AUTOCITE/APS: Client may also want to purchase "Quick Batch" from AUTOCITE/APS, otherwise citations will be provided by AUTOCITE one per file, creating the need for a clerk to select individual citation files one at a time for import.
Information Exchanged:	Defendant, Citation and Vehicle data associated with citations issued by officers/agencies as designated by the City.
Data Format(s):	XML
External System Interface:	Shared / Mutually Accessible File Location
No. Data Elements:	158 data fields
Data Flow:	Vendor creates the XML file to specifications and places it in a network location accessible by the Court. The Court selects the file to process through the Citation Import process in INCODE 10 Court.
Data Exchange Frequency:	Frequency based upon Court processes.
Data Exchange Frequency Details:	The Import Source is configured once. The Court can create as many Citation Import packets as needed and run the process as often as they want.

Platform:	.Net
Other Technical Specifications:	Citation Import XSD Schema attached Citation Import XML Sample File attached
Tyler Responsibilities:	Tyler will install, license and configure the Citation Import Process and the Citation Import Source with the client. Tyler will work with the client to import files successfully or provide explanations of any issues with the file if it does not.
Client and Third-Party Responsibilities:	The Court is responsible for providing the file specifications to the sending vendor. The sending vendor is responsible for providing a file matching these specifications for all Citations the Court should import. The Court and/or sending vendor is responsible for all Offense Mapping and Officer Mapping within INCODE 10 as well as coordinating the use of other system codes with the vendor, colors, vehicle makes & models, etc.

Please see the XSD for all technical details on the XML elements provided:



AutoImport-VX.xsd

Sample Citation Import XML

```

<?xml version="1.0" encoding="utf-8"?>
<citation_import>
  <import_from>Vendor</import_from>
  <version>1.0</version>
  <citation>
    <citation_number>12307654</citation_number>
    <citation_datetime>2014-04-09T13:06:00</citation_datetime>
    <citation_type>R</citation_type>
    <citation_court_datetime>2014-04-09T13:06:00</citation_court_datetime>
    <citation_pd_case_no />
    <citation_district />
    <citation_county>BL</citation_county>
    <citation_location_type>I</citation_location_type>
    <citation_location>
      <location_description>DICKINSON</location_description>
    </citation_location>
    <citation_location>
      <location_description>S SH 35</location_description>
    </citation_location>
    <violator>
      <violator_first_name>VICTORIA</violator_first_name>
      <violator_middle_name />
      <violator_last_name>JACKSON</violator_last_name>
      <violator_suffix />
      <violator_birthdate>1984-02-21</violator_birthdate>
      <violator_race>W</violator_race>
    </violator>
  </citation>
</citation_import>

```



```
<violator_ethnic>H</violator_ethnic>
<violator_gender>F</violator_gender>
<violator_height>502</violator_height>
<violator_weight>170</violator_weight>
<violator_hair>BRO</violator_hair>
<violator_eyes>BRO</violator_eyes>
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<violator_license_type>C</violator_license_type>
<violator_license_CDL>N</violator_license_CDL>
<violator_ssn />
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  <violator_street_address>9206 W STERLING</violator_street_address>
  <violator_address_city>PEARLAND</violator_address_city>
  <violator_address_state>TX</violator_address_state>
  <violator_address_zip>77584</violator_address_zip>
</violator_address>
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  <employer_name>UNEMPLOYED</employer_name>
  <employer_address_block />
  <employer_address_direction />
  <employer_address_street>9206 W STERLING</employer_address_street>
  <employer_address_street_type />
  <employer_address_city>PEARLAND</employer_address_city>
  <employer_address_state>TX</employer_address_state>
  <employer_address_zip>77584</employer_address_zip>
  <employer_phone>2816502529</employer_phone>
</violator_employer>
</violator>
<vehicle>
  <vehicle_make>NISS</vehicle_make>
  <vehicle_model>SENT</vehicle_model>
  <vehicle_style>*4 DOOR</vehicle_style>
  <vehicle_year>2013</vehicle_year>
  <vehicle_color1>WHITE</vehicle_color1>
  <vehicle_color2 />
  <vehicle_color3 />
  <vehicle_tag_number>CKK5750</vehicle_tag_number>
  <vehicle_tag_state>TX</vehicle_tag_state>
  <vehicle_tag_year>2014</vehicle_tag_year>
  <vehicle_vin>3N1AB7AP7DL765821</vehicle_vin>
  <vehicle_commercial>N</vehicle_commercial>
  <vehicle_expired_registration>082014</vehicle_expired_registration>
</vehicle>
<officer>
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  <officer_badge>6567</officer_badge>
  <officer_notes />
</officer>
<citation_special_flag>N</citation_special_flag>
<citation_alleged_speed />
<citation_posted_speed />
```

```
<citation_radar>Y</citation_radar>
<citation_accident>Y</citation_accident>
<citation_haz_mat>N</citation_haz_mat>
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<citation_weather />
<citation_light_conditions />
<citation_street_conditions />
<citation_search> </citation_search>
<citation_signed>Y</citation_signed>
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  <violation_offense>3007</violation_offense>
  <violation_evidence>N</violation_evidence>
  <violation_school_zone>N</violation_school_zone>
  <violation_work_zone>N</violation_work_zone>
  <violation_travel_direction />
</violation>
</citation>
</citation_import>
```

Non-Compliance Export – Texas-OmniBase aka OMNII aka OmniBase Services of Texas

NOTE: This Interface Control Document (ICD) describes the interface between INCODE 10 and OmniBase for the purpose of processing and enforcing consequences of failing to appear/pay the court.

Interface	Notes
Core Products and Version:	INCODE 10 Court 2013.4
Short Description:	Provides a data file transmission, as specified by OmniBase, of violations the court has marked with a non-compliance record. This process will easily add the fees associated with the non-compliance and prepare the electronic submission file required by OmniBase as well as clearing any records with Omnibase that have been paid or otherwise disposed of by the court.
Long Description:	This interface provides a process for exporting non-compliance records based upon individual case selection or bulk case selection using our standard selection criteria including, but not limited to the violation status and date criteria. The Court will need to set up the Non-compliance Export Process and designate a file location to receive and store the output flat file or send the file to OMNI via FTP. When choosing to send records via the FTP method, please note the file layout is different (per OmniBase specifications). Texas Courts use this process when defendants fail to appear in court and add fees to the violation in the amount of \$30. Then send the records to Omnibase. This Texas agency processing these records, suspends the ability of the defendant to renew their driver's license until the citations on file with them are paid in full or the defendant has otherwise complied with court orders.
Tyler System(s) Involved and Version(s):	Non-Compliance Export Process
Setup Needed:	Interface must be licensed Setup Non-Compliance Export Source(fees associated here) Setup Non-Compliance Process for OMNI
Third Party Products:	Texas OmniBase http://www.omnibase.com/
Information Exchanged:	All violations captured in the result set of the selection criteria, for submitting or clearing the record with OmniBase.
Data Format(s):	RES Import-Tab Delimited (RES Standard) File Transfer Protocol (FTP) over the Internet-Tab Delimited Specifications from vendor included below
External System Interface:	Manual Upload into OmniBase web portal or transmitted via FTP.
Third Party Interface Details:	
No. Data Elements:	
Data Flow:	The Non-Compliance Export Process in INCODE 10 Court will add fees when the non-compliance record is created (process step)

	and generate the export file which will be transmitted to Omnibase by the court.
Data Flow Details:	
Data Exchange Frequency:	Manual-frequency determined by the court
Data Exchange Frequency Details:	
Transport(s):	File Drop by the INCODE 10 Court system to the Court specified location or FTP transmission.
Platform:	.Net
Other Technical Specifications:	NA
Tyler Responsibilities:	<p>Tyler will install, license and configure the Non-Compliance Export Process within Incode 10 with the Court.</p> <p>Tyler will ensure that the data file is exported and stored on the Court specified location to be retrieved by the client for transmission purposes.</p> <p>Tyler will maintain the file exports to be consistent with OmniBase requirements.</p>
Client and Third-Party Responsibilities:	<p>The Court is responsible for configuring offenses to indicate whether the record can be sent to OmniBase.</p> <p>The Court is responsible for running the process as necessary to transmit new data submissions as well as sending records to be cleared in OmniBase.</p> <p>The Court is responsible for uploading the file to the OmniBase web portal or verifying the file sent via FTP process successfully into the OmniBase system.</p> <p>Any issues using the OmniBase system are the responsibility of OmniBase.</p>

Interface Documentation provided by OmniBase Services of Texas:

Interfacing with the Failure To Appear Database

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Many Political Subdivisions (PS) use court software packages to track and document casework. OmniBase Services (OBS) understands the need for courts to be able to interface their court software with the FTA database to eliminate duplication of work. OBS wants to work with all court software vendors (SV) to help develop a smooth interface for their customer. Generally, the interface used will be the Remote Entry System (RES), developed by OBS, in a database mode

This document is intended to provide information on RES and to discuss the methods currently available for a PS to interface with OBS. The PS, SV, and OBS will work together to determine the way a PS will interface on a case by case basis. The size of the PS, anticipated number of cases, and the PS's current setup will be considered in determining the method for interfacing.

Remote Entry System (RES)©

RES is a Microsoft© Visual Fox Pro application. RES software and technical support are provided free of charge to all PS in the State of Texas who participate in the FTA program. Due to the state requirements, only PS's having contracts with the state are provided copies of the RES software. The following is needed for RES to operate correctly:

Basic Requirements:

3. IBM or compatible Personal Computer.
4. 486/33 or faster CPU.
5. 16MB RAM.
6. Floppy or CDROM drive.
7. At least 10MB free space on Hard Drive.
8. Hayes compatible modem installed locally on the PC that RES would be installed on (Error correcting modem is recommended).
9. A phone line with ability to dial to the Austin 512 area code.
10. Windows operating system.

PS IDs:

Each PS is assigned a six digit ID by DPS. This allows the FTA database to identify which PS entered the Violator and Offense. The ID is used by the FTA database for letter processing as well. The FTA database will send the violator a letter for each PS in which the violator has outstanding offenses. For example, if James Smith has offenses in Houston and in Cedar Park, James will receive two letters, one for Houston and one for Cedar Park. Each letter will explain what is outstanding, total owed, and how to contact that individual court for resolution.

Only one ID may be used per RES installation. This does not present a problem for Municipal Courts, as there is only one court. A county, on the other hand, may have multiple courts. There are several different ways to handle this issue.

1. Each participating JP handles its own RES and therefore has its own ID, which allows the FTA database to identify them.
2. The county decides that all courts will use one telephone number and address where a Violator can clear up the outstanding offense(s). In this case, only one ID is needed.
3. One location will handle all participating precincts by installing multiple copies of RES on one computer in different directories allowing a different ID for each participating court. This would require separate transmitting for each ID.

FTA DataBase Information:

- The FTA database builds the Violator record from the Driver License number. This is used as a unique value to identify the Violator.
- The FTA database builds the Offense record from the Docket number. This is used as a unique value to identify the Offense. If the docket number is changed and resent to the FTA database, the database will see it as a new offense. For example, if an offense was submitted with Docket number 123, and then the court changes the docket number to 123-A and re-sends, the FTA system will see this as a new offense, and add the violation to the Violator record, resulting in two offenses in the DataBase for the Violator.
- The FTA program is limited to violators who have a State of Texas driver's license. A driver's license from another state or an ID card will be rejected by the database.
- Partial Payments: The \$30 fee will be paid in percentages collected by the PS. For example, if 25% of the total fines are collected during the first payment, then 25% of each break down listed above would be required at the end of the quarter.

RES Database Mode:

RES is a Visual Fox Pro database. RES allows cases to be entered and transmitted, and allows a report to be drawn from this data. If desired, RES will also act as accounting software for FTA cases. The flow of the RES database mode is as follows:

1. Cases are entered into RES either by import (See RES importing) or manually.
2. Cases are transmitted to OBS via modem and placed on a Bulletin Board System (BBS).
3. OBS processes all files received each business day at 9:00 AM.
4. A tape of Add and Clear flags is generated and taken to DPS at 11:00 AM
5. (DPS will run the delivered tape each night and generate a confirmation tape)
6. A tape of the previous day's transfers is picked up at DPS at the time of # 4's delivery.
7. Confirmation files are produced from the tape that was received from DPS.
8. The confirmation files are placed out on the BBS so that the courts can download them during the next transfer. Letters are generated to be sent to the violators at this time.

When a data transfer is initiated in RES, RES will do the following:

1. Determine if any "New" or "Cleared" case exists that needs to be transmitted.
2. If there are cases needing to be transferred, RES will build a file.
3. RES will then dial the BBS and login.
4. The **Upload** (.inp) file will be transferred to the server.
5. RES will then **Download** the confirmation file.
6. RES will process the confirmation and ask if the user wants to see a report.

If there are not any "New", or "Cleared", cases RES will do the following:

1. RES will then dial the BBS and login.
2. RES will **Download** the confirmation file.
3. RES will process the confirmation and ask if the user wants to see a report.

Notes:

1. The first time PS transfers there is no confirmation file for download.
2. Confirmations are written to the PS's confirmation file for five consecutive workdays. If the PS misses the confirmation, RES will re-send the case automatically after five working days the next time the PS transmits. It will continue doing this until it receives a confirmation or rejection. Accordingly, it is recommended that each PS transmit at least twice per week.
3. **RES WILL NOT ALLOW A CASE TO BE DISPOSED UNTIL CONFIRMATION IS RECEIVED.**

RES Import:

RES does allow information to be imported to save time and work. The following is the import layout:

Remote Entry System delimited record layout

(comma, semicolon, DBF, XLS)

VIO_First_Name

VIO_Last_Name

VIO_Date_of_Birth (02/09/1972)

VIO_DL_Number (Eight digit Texas Driver's License Number only)

VIO_SSN (999999999) (Use zeros if number is not available)

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VIO_Address_1

VIO_City

VIO_State (TX)

VIO_Zip_Code

OFF_Offense_ID (Four digit DPS Offense Code)

OFF_Date (02/09/1995)

OFF_Fine_Amount (100.00)

OFF_Docket_Number

OFF_Disposition (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)

OFF_Plea (Guilty, Not Guilty, Nolo Contendere, Pending)

Notes:

1. The above record layout is used to import records into the Remote Entry System, from a SV or another type of software. These fields **are mandatory**. Other fields may also be imported.
2. All New cases being imported must have a disposition of **"New"** and a plea of **"Pending"**.
3. When disposing of a case, only the disposition and plea need to be changed. All other fields do not need updates and should be left intact.
4. Some Dispositions (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting) can be mapped if your software does not have the exact same dispositions.

Direct FTA Database Interfacing:

Direct Interfacing will require more programming on the SV's part. Since the RES software is being bypassed as a database interface there is a need to be able to process the confirmation file by the SV's Software/Applications. The confirmation file will provide confirmations on Adds, Clears, and Rejects.

File Transfers

There are two ways to transfer files for Direct FTA Database Interfacing:

1. RES in Transfer Mode.
2. File Transfer Protocol (FTP) over the Internet.

I. RES Transfer Mode:

RES Transfer Mode is also known as *Alternate Menu*. This style of transfer will allow the SV to use the transmission package of RES without using any of its database functions.

In Transfer Mode, Alternate Menu, RES does the following:

1. Allows the user to pick a file, created by their court software, to be transferred. For example, CortSFT.txt.
2. Renames the file to XXXXXX##.inp. (XXXXXX = PS ID) and ## = sequence number.
3. RES will then dial and login into BBS.
4. The .inp file will be transferred to the server.
5. RES will then download the confirmation file for processing by the court software.

The confirmation file will be named XXXXXX.out (XXXXXX = PS ID). The file will be placed into the directory that RES is installed.

II. File Transfer Protocol:

FTP transfers are only available to PS's who are expected to transmit a minimum 100 cases per day. OBS will create a user account for the PS to allow them to upload/download their files for processing. This account will be limited to just their information and will not have access to other user's information on the FTP site. All other programming will be done by the PS and SV. PS's will be required to use OBS naming standards for the filenames. The inport file will be named XXXXXX.inp and the confirmation file will be named XXXXXX.out (XXXXXX = PS ID).

File Types for Direct Interface:

Three different file types can be used to interface with the FTA database:

1. TAB delimited (RES Standard).
2. Fix Length.
3. Comma Delimited

Each is discussed below with format given.

Note: Since TAB delimited is RES standard we recommend that the SV's use TAB delimited. If the SV decides to use a file type other than TAB delimited, OBS will need to be notified on each PS using the software to ensure proper set up and file processing in the FTA Database.

I. TAB delimited (RES Standard):

The following field order is what RES uses to transmit Violator and Offense information to FTA. SV can simulate RES standard by using tabs as a delimiter. Some fields may not be pertinent to use with Software Vendors. It is recommended that SV's simply leave the field empty if they do not want to use the space available, but do account for the field with the delimiter. Mandatory fields are in bold.

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1.	Political_Identification_Number	Character	20	Six digit ID of PS
2.	Date_Time_Stamp	Character	20	
3.	(Date the Offense was sent or created.)			
4.	OFF_RES_TRA_Sequence	Character	20	
5.	(This is the Transaction Sequence Number that will be used in the conformation file.)			
6.	Transaction_Add_Stamp	Character	20	
7.	(You do not need to pass anything here. Leave blank.)			
8.	OFF_Add_Stamp	Character	20	
9.	(You do not need to pass anything here. Leave blank.)			
10.	VIO_Salutation	Character	5	
11.	VIO_First_Name	Character	30	
12.	VIO_Middle_Name	Character	30	
13.	VIO_Last_Name	Character	40	
14.	VIO_Suffix	Character	5	
15.	VIO_SSN	Character	11	
16.	VIO_Date_of_Birth	Date	MMDDCCYY	(10/12/1963)
17.	VIO_Home_Phone	Character	14	
18.	VIO_Work_Phone	Character	14	
19.	VIO_DL_Number	Character	8	8 digit TX License
20.	VIO_Sex	Short integer	(0 to 255)	
21.	(0 – Unknown, 1 – Male, 2 – Female)			
22.	VIO_Race	Short integer	(0 to 255)	
23.	(0 – White, 1 – Hispanic, 2 – Black, 3 - A/P Islander, 4 – AM Indian/Alaskan, 5 – Other)			
24.	VIO_Residence_Status	Boolean		i.e. 1 if TX resident
25.	ADD_Address_1	Character	40	
26.	ADD_Address_2	Character	40	
27.	ADD_City	Character	20	

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28. ADD_State	Character	2	
29. ADD_Zip_Code	Character	5	
30. ADD_Zip_Plus	Character	6	
31. OFF_Date	Date	MMDDCCYY	(10/12/1998)
32. OFF_Docket_Number	Character	30	
33. OFF_Disposition	Character	25	
34. (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)			
35. OFF_Disposition_Date	Date	MMDDCCYY	(10/12/1998)
36. OFF_Jurisdiction	Character	30	
37. OFF_Offense_ID	Character	10	4 digit DPS ID Code
38. OFF_Description	Character	50	DPS ID Description
39. OFF_Court_Costs	Short number	2 dp	
40. OFF_Fine_Amount	Short number	2 dp	
41. OFF_Other_Payment	Short number	2 dp	
42. OFF_DL_Number	Character	8	
43. OFF_Judge_Name	Character	60	
44. OFF_Precinct_Court_Number	Character	10	
45. OFF_Place_Number	Character	10	
46. OFF_Plea	Character	15	
47. (Guilty, Not Guilty, Nolo Contendere, Pending)			
48. OFF_NA_JailTime_Probated	Short integer	(0 to 255)	currently not used
49. OFF_Probation_JailTime_Served	Character	10	currently not used
50. OFF_Probation_JailTime_Length	Character	10	currently not used
51. OFF_Officer_Name	Character	60	currently not used
52. OFF_CheckSum	Character	20	
53. (Do not have to pass anything here. Used to validate violator info.)			
54. OFF_Partial_Pay_Date	Short date	(1980..2079)	

55. OFF_Partial_Pay_Amount	Number	2 dp
56. OFF_Comments	Character	200

II. Fixed Length:

The following field order is used in fixed length file when sending Violator and Offense information to the FTA Database. Some fields may not be pertinent to use with SV and it is recommend that vendors simply fill the field with spaces. The format is 226 bytes fixed length. Quotes and type of returns are not permitted. Mandatory fields are in bold.

1. Political_Identification_Number (Char 1, Length 6)
2. OFF_Disposition_Date (Char 7, Length 8) (mmddccyy)
3. VIO_First_Name (Char 15,Length 20)
4. VIO_Middle_Name (Char 35, Length 20)
5. VIO_Last_Name (Char 55, Length 20)
6. VIO_Suffix (Char 75, Length 5)
7. VIO_Date_of_Birth (Char 80, Length 8) (mmddccyy)
8. VIO_DL_Number (Char 88, Length 8)
9. ADD_Address_1 (Char 96, Length 30)
10. ADD_City (Char 126, Length 13)
11. ADD_State (Char 139, Length 2)
12. ADD_Zip_Code (Char 141, Length 5)
13. OFF_Date (Char 146,8) (mmddccyy)
14. OFF_Docket_Number (Char 154, Length 10)
15. OFF_Disposition (Char 164, Length 10)
16. (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)
17. Not Used (Char 174, Length 8) Leave Blank.
18. OFF_Offense_ID (Char 182, Length 4) (Four digit DPS Offense ID Code)
19. OFF_Description (Char 186, Length 25) (DPS ID Description)
20. OFF_Fine_Amount (Char 211,Length 4),',', (Char 215,Length 2)
21. OFF_Plea (Char 217, Length 10)

22. (Guilty, Not Guilty, Nolo Contendere, Pending)

III. Comma Delimited:

The following field order is used in comma delimited files when sending Violator and Offense information to the FTA Database. Some fields may not be pertinent to use with SV and it is recommended that vendors simply leave the field empty if they do not want to use the space available, but do account for the field with the delimiter. Mandatory fields are in bold.

1.	Political_Identification_Number	Character	20	Contain ID of PS
2.	VIO_First_Name	Character	30	
3.	VIO_Middle_Name	Character	30	
4.	VIO_Last_Name	Character	40	
5.	VIO_Suffix	Character	5	
6.	VIO_SSN	Character	11	
7.	VIO_Date_of_Birth	Date	MMDDCCYY	(10/12/1963)
8.	VIO_Home_Phone	Character	14	
9.	VIO_Work_Phone	Character	14	
10.	VIO_DL_Number	Character	8	
11.	ADD_Address_1	Character	40	
12.	ADD_Address_2	Character	40	
13.	ADD_City	Character	20	
14.	ADD_State	Character	2	
15.	ADD_Zip_Code	Character	5	
16.	OFF_Date	Date	MMDDCCYY	(10/12/1998)
17.	OFF_Docket_Number	Character	15	
18.	OFF_Disposition	Character	25	
19.	(Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)			
20.	OFF_Offense_ID	Character	10	(4 digit DPS Offense ID)
21.	OFF_Court_Costs	Short number	2 dp	
22.	OFF_Fine_Amount	Short number	2 dp	

23. OFF_Other_Payment	Short number	2 dp
24. OFF_Judge_Name	Character	60
25. OFF_Plea	Character	15
26. (Guilty, Not Guilty, Nolo Contendere, Pending)		
27. OFF_Officer_Name	Character	60

Confirmation File Layout and samples.

The confirmation file will be named XXXXXX.out, where XXXXXX = the PS ID. It will reside in the directory that RES is installed or in a directory that the FTP script delegates. Confirmation on each case will be written to the confirmation file five business days in a row. When Comma delimited import is used the conformation file will be generated in fixed length format. The SV should program to automatically re-send records for which a confirmation is not received in five days. This will help reduce problems for courts that may not transfer as often as needed to receive confirmations.

Confirmation File Layout: (Tab delimited)

1. FTA Transaction Sequence Number	20 chars
2. FTA Confirmation	9 chars
3. FTA Comment	50 chars

Confirmation File Sample: (Tab delimited)

```
5685 Confirmed
2113 Confirmed TERESA FERREIRA was added.
2390 Confirmed MARVIN BULLARD was cleared.
2275 Rejected R-NAME/DOB MISMATCH(FRANCOIS,MURRAY ANTHONY
10519 Rejected 6TRANSACTION REJECTED-REPORTED DECEASED
```

Confirmation File Layout: (Fixed Length and Comma Delimited)

VIO_DL_Number	8 chars
OFF_Docket_Number	15 chars
OFF_Disposition	1 char (A or C = Confirmed, R = Rejected)

Comment

20 chars

Confirmation File Sample: (Fixed Length and Comma Delimited)

14794608M699175B CSuccessfully added

Disposing, Changing or Updating Violator or Offense Information:

- When disposing, or clearing a case, only the disposition and plea need to be changed.
- Offenses may **not** be disposed until confirmations are received. If a disposition is sent before the confirmation is received from DPS, the disposition will be rejected and not processed. Moreover, the flag would remain on the Violators Driver License.
- When updating Violator and Offense information it is important that the disposition and plea are not changed, unless clearance is desired. A change in the disposition and plea will cause a clearance request to be sent to DPS and the Violator will be cleared.
- There are some limitations on Violator updates. For example, a violator is identified by driver's license number, date of birth, and last name. No two of these items can be updated at the same time.
- The docket number for an offense **cannot be changed**. If the number is modified, the central DataBase will consider the change a new offense and add the offense to the Violator, resulting in two offenses in the DataBase for the Violator.

Certification and Testing:

OmniBase Services of Texas would be pleased to work with any Court Software Vendors or Political Subdivision wanting to integrate with the RES software. We also offer an opportunity to test and provide certification for those SV who are able to successfully integrate with RES. SVs wanting to integrate will be required to submit test files for processing and data integrity checks. OmniBase will supply test confirmation files for SVs that are doing direct interfacing to the FTA database. If requested, OmniBase Services will provide a certificate of the SV's ability to interface with the FTA system.

Integration Support:

Please contact the Implementations Manager for support with testing and integrating into the FTA systems. Assistance is available at (512) 346-6511 Ext. 109,107 or 108. Alternatively, by e-mail. ccannon1@omnibase.com or msilva@omnibase.com.

Visit us on the web. www.omnibase.com .

Attachment E. Product Control

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016