RESOLUTION NO. 12-1

WHEREAS, on June 14, 2006 Sangamon County (the County) and the Sangamon County Emergency Systems Board (the ETSB) entered into an agreement with the New World Systems Corporation (New World), now Tyler Technologies (Tyler) for the procurement of an integrated criminal justice system (ICJS0), and

WHEREAS, the City of Springfield (the City) entered into a separate but similar procurement agreement at a later date, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Inter-Governmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, a critical component of the ICJS is the Intergovernmental Agency Agreement between the City of Springfield, Sangamon County and ETSB which covers the operating standards and obligations for services provided by Tyler, and

WHEREAS, the County, in cooperation with and on behalf of the City and the ETSB, has negotiated a contract with Tyler on a new joint SMSA that will include services for all three entities, and with terms and conditions that are acceptable to those involved in the negotiations (including cost savings for overall maintenance), and

WHEREAS, it is in the public's interest for the County, the City and ETSB to be provided the ESS ICJ/PSI Integrated Solution and associated information for its use, subject to certain limitations provided herein, for the Participants to contribute to the cost of procuring, developing, and maintaining this information through a joint initiative, for use of such information by anyone other than the Participant to be subject to certain limitations; and

WHEREAS, copies of the new contract with Tyler and the IGA are attached,

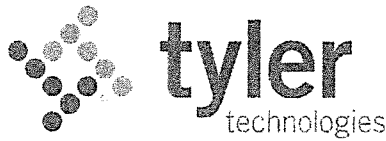**NOW THEREFORE BE IT RESOLVED**, this 13th day of March, 2018 the Sangamon County Board finds that an execution of the Intergovernmental Agreement between the County, the City and ETSB is in the best interest of the health, safety and welfare of the citizens of Sangamon County.

Respectfully Submitted,

Finance Committee

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LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Tyler had previously licensed certain software products to the City of Springfield in an agreement dated December 5, 2006 ("Springfield Contract") and the County of Sangamon and Sangamon County Emergency Telephone System Board (ETSB) agreement dated June 5, 2006 ("County/ETSB Contract").

WHERAS the parties have assigned their rights and obligations under those contracts to Client.

WHEREAS Tyler and Client wish to consolidate the terms and conditions from the licensing of the software under the Springfield Contract and County/ETSB Contract under 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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"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 COUNTY OF SANGAMON, IL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions 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 <u>Exhibit A</u>.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"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 <u>Exhibit C.</u>
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as <u>Exhibit D</u>.
- **"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, as successor-in-interest to New World Systems.
- **"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. <u>License Grant and Restrictions.</u>

   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

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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. As of the Effective Date, all Tyler Software has been provided to Client. 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.

3. 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 – AFFILIATED ORGANIZATIONS

1. Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

2. Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

3. Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION D – PROFESSIONAL SERVICES

1. Services. As of the Effective Date, we have provided the necessary and required services to implement the Tyler Software in previous agreements.

2. Professional Services Fees. We acknowledge that you have paid us for the necessary and required services to implement the Tyler Software as listed in the Investment Summary. To the extent there are additional professional services listed in the Investment Summary, you agree to pay us the professional services fees in the amounts set forth therein. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. 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

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(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. <u>Services Warranty</u>. 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. <u>Site Access and Requirements</u>. 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. <u>Client Assistance</u>. 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. <u>Third Party Hardware</u>. We will sell and deliver 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. <u>Third Party Software</u>. 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 End User License Agreement(s).

   2.1 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.

   2.2 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. <u>Third Party Products Warranties</u>.

   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. <u>Maintenance</u>. 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. <u>Invoicing and Payment</u>. 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. <u>Invoice Disputes</u>. 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

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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. <u>For Cause</u>. 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. <u>Lack of Appropriations</u>. 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. <u>Force Majeure</u>. 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. <u>Intellectual Property Infringement Indemnification</u>.

   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

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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.**

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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. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.

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,

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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. <u>Nondiscrimination</u>. 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. <u>E-Verify</u>. 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. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, our 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. <u>Force Majeure</u>. 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. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. 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. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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. <u>Business License</u>. 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. <u>Governing Law</u>. 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. <u>Multiple Originals and Authorized Signatures</u>. 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

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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. Effect on Previous Agreements. Upon the Effective Date of this Agreement, the Springfield Contract and County/ETSB Contract will terminate.

23. 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

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.   County of Sangamon

By: _____   By: _____

Name: Greg Sebastian   Name: _____

Title: President, Public Safety Division   Title: _____

Date: _____   Date: _____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   Sangamon County
    One Tyler Drive   200 S. 9th Street, Room ^
    Yarmouth, ME 04096   Springfield, IL 62701
    Attention: Chief Legal Officer   Attention: Tim Eggleston, Comptroller

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Exhibit A
Investment Summary

The following Investment Summary details the software delivered by us to you under previous Agreements. This Investment Summary is effective as of 1/1/18 and includes the following Affiliated Organizations:

Sangamon County
- Abraham Lincoln Capital Airport
- American Ambulance
- Auburn Police
- Capital Airport
- Chatham Fire
- Chatham Police
- Divernon Police
- Grandview Police
- IL Air Guard
- IL Army Guard
- IL Supreme Court
- Jerome Police
- Leland Grove Police
- Lincolnland Community College
- Life Star Ambulance
- Loami
- Medics First Ambulance
- New Berlin Police
- Pawnee Police
- Pleasant Plains Police
- Riverton Police
- Rochester Police
- Sangamon County Central Dispatch
- Sangamon County Sheriff
- Sangamon County States Attorney
- Sherman Fire
- Sherman Police
- SIU – School of Medicine
- Southern View Police
- Spaulding Police
- Springfield Fire
- Springfield Park District
- Springfield Police
- Thayer Police
- Tri-City

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- UIS
- Williamsville Police

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AEGIS MSP

Computer Aided Dispatch (CAD)

Briefing Notes CAD MSP (Includes BOLOs)	2
CAD Mapping MSP	2
Combined LE/Fire/EMS CAD MSP	1001
Service Vehicle Rotation MSP	2
CAD AVL MSP	1
Additional LE CAD MSP View/Inquiry Users	3

Law Enforcement Records Software

Activity Reporting and Scheduling MSP	1
Alarms Tracking and Billing MSP	1
Career Criminal Registry MSP	2
Case Management MSP	2
Civil Paper Tracking and Receipting	1
Demographic Profiling Reporting MSP	2
Equipment Tracking MSP	1
Field Investigations MSP	2
Gang Tracking MSP	2
LE Records Federal & State Compliance MSP	2
LE Records Multi-Jurisdictional Base MSP	37
Narcotics Management MSP	1
Orders of Protection MSP	1
Pawn Shops MSP	1
Property Room Bar Coding MSP	1
Vehicle Tracking and Maintenance MSP	1

Fire Records Software

Fire NFIRS 5.0 Electronic Reporting MSP	1
Fire Records Base Package MSP	1

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Public Safety Interface Software

E-911 Interface MSP	1
Identix Interface MSP	1
On-Line CAD Interface to State/NCIC MSP	3
On-Line Global Subjects Interface to State/NCIC MSP	2
On-Line Orders of Protection Interface to State/NCIC MSP	2
On-Line Property Checks Interface to State/NCIC MSP	2
On-Line Wants & Warrants Interface to State/NCIC MSP	2
State/NCIC Interface MSP	3
Ticket Writer Interface MSP	1
VINE Interface MSP	1

Corrections Management Software

Bar Coding MSP	1
Corrections Compliance Federal & State Reporting MSP	1
Corrections Management Base MSP	1

Business Office Software

Federal & State Bus.Office Compliance MSP	1

Photo Imaging Software

Digital Imaging MSP	2
ID Badges MSP	1
Public Safety Mug Shots/Line-Ups MSP	2

Data Analysis/Crime Mapping/Mgt Reporting

Analysis Base With One Application	1
Analysis Base With Two Applications	2

Decision Support Software

Fire Management Data Mart	2
LE Management Dashboard	1
LE Management Data Mart	2

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Mobile Server Software

Base CAD/NCIC/Messaging	500
Field Reporting Data Merge	500
Field Reporting Server	500
Mobile Upload Software	300

Mobile Software on the RS6000

AVL Interface	500
Base Message Switch to NCIC	500
New World CAD Interface for Aegis/MSP	500
RS/6000 State/NCIC Interface	300

Mobile Client Laptop Software

Demographic Profiling Questionnaire	372
Fire CAD Via Switch (Messaging)	25
In Car Mapping	397
LE Accident Field Reporting	200
LE Accident Field Reporting Compliance	200
LE CAD Via Switch	372
LE Field Reporting	472
LE Field Reporting Compliance	472
LE State/NCIC via Switch	372
MCT Ticket Writer Interface	75
Mobile Upload of Field Reports	372
Mugshot Images Download	372
New World AVL	397

Mobile Software on the 400 or MSP Server

AVL CAD Interface	500
MDT/MCT Base CAD/RMS Interface	500

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Aegis Link Software

JL Additional New World Search Engine/ORI	1
JL Consolidated Search Server	1
JL Interface Operability Engine	1
Web CAD Monitor	1

Site License

Site License	1001

ESRI Embedded Applications - Upgrade

ArcGIS Standard Enterprise Server Integration	1
CAD Mapping Integration	2
CAD Workstations Integration	38
Mobile In-Car Mapping Integration	125

Third Party

Scene PD	100

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Exhibit B
Invoicing and Payment Policy

There are no additional license fees or professional service fees quoted as part of this Agreement. In the future, should you purchase any additional software or services the terms relating to those fees below will apply.

<u>Invoicing</u>: 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. <u>Tyler Software</u>.

    1.1 *License Fees*: Any future purchases for license fees will be invoiced 100% on the Effective Date.

    1.2 *Maintenance and Support Fees*: Maintenance and Support fees paid for the period running from 1/1/18 through 12/31/18 maintenance and support shall be provided under the terms of this Agreement. Maintenance and support fees under this Agreement will be due on 2/1/18. Year 2 maintenance and support fees and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof (12/1). Tyler agrees that the increase in the annual maintenance shall not exceed more than 3% per year, over the prior year, for the first three (3) annual maintenance renewals. Your fees for each subsequent year will be set at our then-current rates.

2. <u>Professional Services</u>.

    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 acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data. 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)

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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*: Except as otherwise provided, 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. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software 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

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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.

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Exhibit C

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. The initial term commences on the Effective Date of 1/1/18 and runs through 12/31/18. On 1/1/19, the term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Maintenance and support fees for the first year will not exceed $599,406. Tyler agrees that the increase in the annual maintenance shall not exceed more than 3% per year, over the prior year, for the first three (3) annual maintenance renewals. Your fees for each subsequent term will be at our then-current rates. Tyler will invoice the Client on 12/1 prior to the year of maintenance and support. The invoice will be due on 2/1 of the maintenance year. This period allows for the Client to invoice and receive payment from the participants (ETSB and the City of Springfield) who remain responsible for their portion of the fees as outlined in a separate intergovernmental agreement between the Client and the Participants. 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

Exhibit C

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. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services remotely. 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. <u>Hardware and Other Systems</u>. If 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. <u>Other Excluded Services</u>. 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; (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. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.

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Exhibit C

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Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a)   **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b)   **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

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Exhibit C

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c)   **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Intergovernmental Cooperation Agreement
with
E 9-1-1, Sangamon County, City of Springfield
for the
Integrated Criminal Justice/Public Safety Initiative

This Agreement (the "Agreement") is made as of this _____ day of _____, 2018, (the "Effective Date"), pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Emergency Telephone System Act (50 ILCS 750/0.01 *et seq.*), by and between the County of Sangamon, a body politic and corporate (the "County"), the City of Springfield, a municipal corporation, (the "City"), and The Sangamon County Emergency Telephone System Board, a board established pursuant to the Emergency Telephone System Act (50 ILCS 750/0.01 *et seq.*) ("E 9-1-1").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services;

WHEREAS, E 9-1-1 and Sangamon County entered into an Intergovernmental Cooperation Agreement dated June 13, 2006 for the purpose of creating the E&S ICJ/PSI referenced herein as the "Original Intergovernmental Cooperation Agreement";

WHEREAS, execution of an Intergovernmental Cooperation Agreement adopting in part and modifying in part the original Intergovernmental Cooperation Agreement dated June 13, 2006, would most efficiently and clearly define roles, duties and costs of all participants.

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WHEREAS, this Amended Intergovernmental Cooperation Agreement shall be referenced herein as the "Agreement", the "Intergovernmental Agreement" or the "Intergovernmental Cooperation Agreement";

WHEREAS, this Agreement is entered into for the purpose of setting forth the terms and conditions of developing and providing services as related to The E 9-1-1, Sangamon County, Springfield Integrated Criminal Justice/Public Safety Initiative ("the ESS ICJ/PSI");

WHEREAS, the E 9-1-1, the County, and the City shall be referred cumulatively as "the Participants";

WHEREAS, The ESS Governance Committee as sanctioned by Attachment A of this Agreement shall consist of representatives from the E 9-1-1, the County, and the City;

WHEREAS, The ESS Governance Committee shall be the single point of reference for all Participants and Third Parties;

WHEREAS, the Participants desire to share in the procurement, implementation, maintenance, and enhancements of an integrated computer hardware and software solution (the "Integrated Solution"), as part of the ESS ICJ/PSI;

WHEREAS, the Integrated Solution and associated information provided by the ESS ICJ/PSI shall only be available to the E 9-1-1, the County, the City and such other participants as may enter into Intergovernmental Cooperation Agreements with the Participants or for whom the Participants have regulatory governmental reporting responsibilities such as the State of Illinois and the Federal government;

WHEREAS, the Participants desire to participate in the costs of development, implementation, and on-going maintenance of this initiative; and

WHEREAS, it is in the public's interest for the Participants to be provided the ESS ICJ/PSI Integrated Solution and associated information for its use, subject to certain limitations provided herein, for the Participants to contribute to the cost of procuring, developing, and maintaining this information through a joint initiative, and for the use of such information by anyone other than the Participant to be subject to certain limitations;

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises, mutual agreements hereinafter made and as identified as Attachments A through D, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a)   "Automated Field Reporting" (AFR) refers to a computer software and functional solution that: Automates the incident and other reporting processes from the patrol car. Optimally, AFR allows the capture of incident and report information and then electronically sends the report to a supervisor for approval and submission to the Records Management System.

(b)   "City" refers to the City of Springfield, Illinois and its divisions and departments.

(c)   "Computer Aided Dispatch" (CAD) refers to a computer software and functional solution that: Fully automates the call-taking and dispatching functions of a law enforcement (Public Safety) agency and initiates and manages dispatch and incidents.

(d)   "Costs of Annual Maintenance" shall mean the amount of monetary and in-kind consideration paid to the Selected Vendor by the Participant(s) for its share of the external, non-Participant, charges for materials, labor, and services incurred in the annual maintenance of the Integrated Criminal Justice/Public Safety System to support the ESS ICJ/PSI.

(e)   "Costs of Enhancements" shall mean the amount of monetary and in-kind consideration paid to the Selected Vendor by the Participant(s) for its share of the external, non-Participant, charges for materials, labor, and services incurred in software or hardware enhancements requested of the Participants, Other Participants, or any Third Party.

(f)   "Costs of Procurement and Implementation" shall mean the amount of monetary and in-kind consideration paid to the Selected Vendor by the Participant(s) for its share of the external, non-Participant, charges for materials, labor, and services incurred in the identification, procurement, customization, and implementation of an Integrated Criminal Justice/Public Safety System to support the ESS ICJ/PSI.

(g)   "County" refers to the County of Sangamon, Illinois and its divisions and departments.

(h)   "Database Administrator" refers to the functions of an individual responsible for the implementation, maintenance, retrieval and structural integrity of the ESS ICJ/PSI databases.

(i)   "E 9-1-1" refers to the Sangamon County Emergency Telephone System Board and its divisions and departments.

(j)   "ESS Governance Committee" refers to those members responsible for direction and oversight of the Integrated Criminal Justice/Public Safety Initiative as appointed through Attachment A of this Agreement.

(k)   "ESS ICJ/PSI On-Going Personnel Support and Computer Hardware Upgrades" describes the Participant's commitment of staff resources and Computer Hardware Upgrades to ensure the long-term continuance of the ESS ICJ/PSI integration program.

(l)   "Fire Management System" (FMS) refers to a computer software and functional solution that: Captures and maintains incident related events and event investigation for Fire and EMS support including tracking and inspection of public safety equipment.

(m)   "Full Time Equivalent (FTE)" shall mean one person (or a group of persons whose total time commitment equals that of one person) dedicated to the assigned activity or task during the entire scheduled workday.

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(n) "Jail Management System" (JMS) refers to a computer software and functional solution that: Assists with the full management of a jail or correctional facility, including tracking inmate and facility data.

(o) "Mobile Data Computing" (MDC) refers to a computer software and functional solution: Comprised of several hardware and software technologies working together to allow law enforcement, fire and EMS (Public Safety) officers to access, receive, create and exchange information wirelessly in the field.

(p) "Network Infrastructure" shall include the computer server hardware and operating software, additional third party network support software and physical devices (i.e. back-up/recovery), physical wiring, data base software and support, Local or Wide Area Network (LAN or WAN) telecommunications support for the ESS ICJ/PSI. The hardware described herein does not include locally installed personal computers, internal networks, mobile computing, bar coding, scanning, video recording, imaging devices, or other technical equipment used solely for the individual agency and not specifically for the Criminal Justice / Public Safety project.

(q) "Other Participants" shall mean one or more individuals or entities that enter into Intergovernmental Cooperation Agreements with the Participants and does not include the Participants that execute this Agreement.

(r) "Participant" shall mean the parties identified as City, County, and E 9-1-1.

(s) "Selected Vendor" shall mean the vendor selected and approved by the Participants to provide the ESS ICJ/PSI.

(t) "Records Management System" (RMS) refers to a computer software and functional solution that: Captures, maintains and analyzes all law enforcement agency and incident-related event information and is vital to the day-to-day operations of tracking and managing criminal and non-criminal events, investigations, and personnel.

(u) "Third Party" shall mean a person or entity other than a party to this Agreement.

2. <u>Term.</u> The agreement is effective from the date first written above for a period of one year retroactive to the date of 1/1/18. Subsequent one year terms will renew automatically for additional one year term unless terminated in writing by any party at least ninety (90) days prior to the end of the then current term. This agreement may be terminated by the County with 30 days written notice upon receiving notice of termination from Tyler Technologies.

3. ESS Governance Committee. The Participants of this Agreement do hereby sanction the formation of The E 9-1-1, Sangamon County, Springfield Integrated Criminal Justice/Public Safety Governance Committee, referenced in brief throughout this document as "The ESS Governance Committee", established to oversee the implementation and execution of the Integrated Criminal Justice/Public Safety Initiative and to provide recommendations to the Participants as necessary. The ESS Governance Committee shall adhere to the bylaws established in Attachment A of this Agreement and made a part hereof. Participants of this agreement shall adhere to and abide by the decisions properly before the ESS Governance Committee.

4. Maintenance and Support Fees. Sangamon County agrees to enter into a maintenance and support contract with Tyler Technologies on behalf of the participating agencies.

ETSB and the City of Springfield agree that the cost of each year maintenance fee shall be divided pursuant to this agreement at a ratio of 45% to Sangamon County, 45% to the City of Springfield, and 10% to ESTB. The City of Springfield and ETSB agree to payment of this share by January 15 of each maintenance year. The initial term commences retroactive to the effective date of January 1, 2018 and runs through December 31, 2018.

Maintenance and support fees for the first year (2018) shall be $498,212.00 (Four Hundred Ninety Eight Thousand Two Hundred Twelve Dollars U.S.D. The increase in the annual maintenance shall not exceed more than 3% per year, over the prior year, for the first three annual maintenance renewals. The fees for each subsequent term thereafter will be at Tyler's

then current rate. Tyler will invoice County on December 1st (12-1) prior to the year of maintenance. Software licensing, maintenance, and operational standards shall be pursuant to the terms and conditions of the Tyler Technology License and Services Agreement and attachments entered into on behalf of the Participants by Sangamon County. A copy of which is attached hereto, made a part hereof and marked Attachment E.

5. **Costs of Enhancements.** In consideration of the rights and obligations of the parties as provided in this Agreement, each Participant agrees to pay the Selected Vendor the Costs of one-time charges accrued from requests by that Participant for enhancements to ESS ICJ/PSI software modules and/or Network Infrastructure.

6. **Additional Costs.** Participants agree to share equally in any administrative costs associated with the ESS Governance Committee. Participants agree to share equally in any Network Infrastructure cost associated with the ESS ICJ/PSI Integration Program.

7. **ESS ICJ/PSI On-Going Personnel Support and Computer Hardware Upgrades.** The Participants shall each provide departmental personnel, or contractual personnel at their discretion and funding, to support the ESS ICJ/PSI Integrated Solution and Network Infrastructure. This personnel commitment has been defined in Attachment B "ESS ICJ/PSI On-Going Personnel Support" of this Agreement and made a part hereof. The Participants acknowledge that the support requirements on Attachment B are crucial to the ESS ICJ/PSI, and agree to use their best efforts to comply with those requirements.

Any variation from the required personnel support as documented in Attachment B must be presented to and approved by the ESS Governance Committee. In the event

that one or more support personnel become unavailable, the Participant will be required to provide a qualified replacement(s), as identified through the job description, within three months.

The Participants shall each be equally responsible for maintaining and upgrading the computer hardware necessary to effectively and efficiently operate the ESS ICJ/PSI Integrated Solution and Network Infrastructure as determined by the ESS Integration Support Sub-Committee. The Participants acknowledge that maintenance and upgrades are crucial to the ESS ICJ/PSI, and agree to use their best efforts to comply with the system demands.

8.   ESS Sub-Committees. The ESS Governance Committee is authorized to create sub-committees as needed.

9.   ESS Integration Support Sub-Committee. An ESS Integration Support Sub-Committee shall be created before or during implementation of the first software module of the ESS ICJ/PSI project. The purpose of the ESS Integration Support Sub-Committee shall be to provide recommendations for the efficient and effective operation of the ESS ICJ/PSI Integrated Solution and Network Infrastructure. The Sub-Committee is directly responsible to the ESS Governance Committee and as such shares in the charter of that Committee. Activities of the Sub-Committee shall focus on, but not be limited to, the following as they relate to the ESS ICJ/PSI:

(a) Identify and recommend resolution for outstanding functional or operational integration issues,

(b) Determine computer software enhancement recommendations and priorities,

(c) Identify and prioritize additional Integration Solution educational and training needs,

(d) Resolve daily computer hardware and software functional and operational support concerns,

(e) Schedule Third Party computer software upgrades,

(f) Identify, recommend, and prioritize computer hardware and network upgrades,

(g) Resolve outstanding data and or user security issues related to the Integrated Solution,

(h) Document and present any unresolved issues to the ESS Governance Committee for resolution.

The Participants shall provide representative membership for an ESS Integration Support Sub-Committee. The total number of committee members for the initial Sub-Committee shall be at least nine (9) and not exceed fifteen (15), with membership comprised as follows. One each shall be selected as a permanent member from: the ESS Governance Committee; the E 9-1-1; the County Sheriff's Office; the County Information System Department; the County Board Office; the City Mayor's Office; the City Police Department; the City Fire Department; City Water, Light and Power Department; and a maximum of six nominated representatives selected by the nine permanent members described above from a list of nominees provided by the Participants, and the Other Participants collectively. The nine (9) permanent members from the Sub-Committee shall determine the appropriate number of, and candidates for, membership in the ESS Integration Support Sub-Committee from the nominees at its initial meeting. Replacement and additional (not to exceed the maximum) members, may be nominated and selected as circumstances warrant or Other Participants enter into similar Intergovernmental Cooperation

Agreements with the Participants, as provided for in Paragraph 17. The selected individuals shall serve two-year terms and may serve successive terms.

An existing ESS Integration Support Sub-Committee member may be removed from office by a two-thirds vote of the remaining ESS Integration Support Sub-Committee members. Once a two-thirds vote has been rendered, the ESS Integration Support Sub-Committee Chairman shall immediately draft and submit written notification to the ESS Governance Committee and to the affected organization explaining the reasoning for the removal of the member and requesting a new appointment be made within a reasonable period.

The ESS Integration Support Sub-Committee shall select a Chairman during its initial meeting. The Chairman may serve successive terms and shall be selected by internal majority vote on an annual basis.

The ESS Integration Support Sub-Committee will meet on an as needed basis and such other times as called by the Chairman. It shall be the responsibility of the Chairman to publish an agenda prior to the meeting and to publish results of the meeting within a reasonable period of time to all Sub-Committee representatives and to the ESS Governance Committee. A majority of Sub-Committee members shall be required for the transaction of business at any meeting, and the act of the majority of members at any meeting shall be the act of the Sub-Committee. All meetings shall be subject to the Illinois Open Meetings Act.

10.   System Security:

E 9-1-1 , Sangamon County and the City of Springfield shall each assign a single individual that will be granted New World Systems' Superuser rights in the production Criminal Justice / Public Safety system.   The City of Springfield may assign one additional Superuser. The Superuser for each agency shall adhere to the Data and User

Security Policies. Superuser authority shall exceed the limitations placed in Attachment D. Furthermore, the Superuser shall be responsible to fulfill the obligations and constraints as negotiated in their agency specific contract with New World Systems.

11. <u>Ownership</u>. The exchange of data as provided in this Agreement shall not constitute a transfer of title or interest in the respective Participants' ESS ICJ/PSI computer software, the associated data, or other data provided by the Participants. If the ESS ICJ/PSI data is modified or merged into another computer file or program by one of the Participants or is integrated with other programs or data to form derivative products, it shall continue to be subject to the provisions of this Agreement. Sangamon County and E 9-1-1 shall retain ownership of its ESS ICJ/PSI computer software and all such modified, merged, derivative, or integrated programs or products. The City of Springfield shall retain ownership of its ESS ICJ/PSI computer software and all such modified, merged, derivative, or integrated programs or products. The Participants shall jointly own associated data.

The Participants acknowledge and agree that they may collectively enter into negotiations with Other Participants for the use of any Third Party software modules. Any and all agreements for the use of Third Party software modules shall require an amendment to this Agreement and a subsequent Intergovernmental Cooperation Agreement with the Other Participants for the use of this software. The Participants of this Agreement shall then become signatories of the Intergovernmental Cooperation Agreement with the Other Participants. Any increased costs caused by the joining of Other Participants shall be bourn solely by the Other Participant and so reflected in an Intergovernmental Cooperation Agreement with the Other Participant.

The Participants acknowledge and agree that their respective computer network equipment, data and software backup computer equipment, network operating systems, desktop computer hardware, and mobile computing equipment shall be owned by the Participant where the physical equipment resides.

The Participants acknowledge and agree that their respective ESS ICJ/PSI data may be provided to representatives of The E 9-1-1, The County and The City, without amendment or other negotiation, while in the duty of administering the laws of the land. It shall be the responsibility of the ESS Governance Committee to ensure The E 9-1-1, The County and The City recipients of ESS ICJ/PSI data adhere to the polices as set forth by the Network Usage Policy outlined in Attachment D.

The Participants acknowledge and agree that their respective ESS ICJ/PSI data may be provided by the ESS Governance Committee to Other Participants that have entered into Intergovernmental Cooperation Agreements with the Participants and, additionally, to Third Parties as indicated in this Agreement providing all recipients adhere to the polices as set forth by the Network Security Policy outlined in Attachment D.

The Participants acknowledge and agree that integration system data may be released though subpoena and or through a Freedom of Information Act (FOIA). It will be the responsibility of each Participant to immediately notify Participants of any such subpoena or FOIA request.

12.   Distribution of Information. The computer software and ESS ICJ/PSI associated data is to be solely retained and used by the Participants as provided in this Agreement. In no instance, except as provided in Paragraph 11 of this Agreement, is the computer software or ESS

ICJ/PSI data to be sold, leased, copied, loaned, or transferred, in whole or in part, to other public agencies, private individuals, private entities, or non-profit entities. Nothing contained herein shall preclude off-site redundancy.

Security access – 3rd party products

The New World System Application provides for proper security controls to restrict each agencies user access to their data.

However, other software vendor products, sometimes referred to as "3rd party software products", such as "Crystal Reports", will not utilize the New World System Application Security, but will be forced to adhere to the New World System Data Base Security.

Therefore, the following policy is being included here to provide a means for one of the ICJS partners, that is a signer to this document, to formally request more extensive data access using a "3rd party software product".

Step 1

The Party wishing to make the Data Base Access submits a written request to the ICJS Infrastructure Committee. The request should include the specific program to be used to extract the requested data along with a list of the data to be extracted. The request should also include the safeguards to be used to insure only the requested data will be extracted.

Step 2

Representatives of all three ICJS partners represented on the Infrastructure Committee sign for receipt of the request and retain a copy of the receipt signed by all Partners.

Step 3

All three Partner representatives on the Infrastructure Committee discuss and either approve or disapprove the request. If approved, all Partners acknowledge the approval on the receipt document and each party retains a copy of the approval signed by all three Partners. If denied, the requester may take the request to the Governance Committee for consideration. The Governance Committee will have the final approval or denial authority.

13.   Requests for ESS ICJ/PSI Data. The Participants hereby acknowledge and agree

to notify the ESS Governance Committee in the event it receives a request for ESS ICJ/PSI Data.

14.   Limitation of Liability. All liability, loss, or damage as a result of any and all

claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of the

Participants or Other Participants will be the sole responsibility of said party. Nothing herein

will be construed as a waiver by the Participants or the Other Participants of any governmental

immunity as provided by statute or modified by court decision.

THE PARTICIPANTS HEREBY ACKNOWLEDGE AND AGREE THAT THE

RESPECTIVE PARTIES OF THIS AGREEMENT MAKE NO WARRANTY TO EACH

OTHER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE

INTEGRATED SOLUTION OR THE ASSOCIATED ESS ICJ/PSI DATA DELIVERED

HEREOF, NOR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE

ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.

The Participants acknowledge and agree that the software solution and ESS ICJ/PSI data

are subject to constant change and are shared by each as is, with all faults and without warranty

of any kind as to its accuracy, completeness, or correctness.

The Participants acknowledge and agree that the respective parties of this Agreement

shall not be subject to liability to each other for human errors, defects or failure of machines, or

any material used in connection with the machines, including, but not limited to, tapes, disks, and

energy. Furthermore, the Participants shall be not be subject to liability for damages due to any

lost profits or consequential damages, or claims of any kind by virtue of entering into this

Agreement.

The Participants acknowledge and agree that the respective parties of this Agreement, their officers, agents, consultants, contractors, and employees are hereby released from any and all claims, third party claims, actions, or causes of action for damages, including, but not limited to, the costs of recovering, reprogramming, or reproducing any information or data, damage to property, damages for personal injury, loss of life, lost savings, or other special, incidental or consequential damages arising from or related to the use of, or inability to use, the ESS ICJ/PSI Integrated Solution and associated data.

15.   This paragraph intentionally left blank.

16.   <u>Relationship of Parties</u>. The relationship of the Participants is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the Participants by virtue of this Agreement.

17.   <u>Additional Participants</u>. It is understood and acknowledged by the Participants that the Participants may enter into similar Intergovernmental Cooperation Agreements with Third Parties to provide additional integrated criminal justice and public safety computer software and data support; to further integrate the proposed software modules and ESS ICJ/PSI data with the court services of The County; or to integrate software modules and ESS ICJ/PSI data with peer agency, state agency or federal agency Criminal Justice/Public Safety initiatives. The fee charged to said unit(s) shall be determined by the ESS Governance Committee depending on, but not limited to:

(a) The computer software modules and network infrastructure requested by these units;

(b) The development activities, if any, necessary to integrate the software, hardware, and/or data;

(c) The number and division of units of work such as dispatch seats, patrol cars, etc.;

(d) The type and duration of computer software and hardware coverage;

(e) The additional fees charged by the Third Party software vendor.

18.   Assignment. This Agreement may not be assigned, transferred, or in any way disposed of by any of the Participants without the prior written consent of the ESS Governance Committee, and the ESS Governance Committee may not assign without consent of the Participants.

19.   Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

20.   Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the E 9-1-1:	If to the County:	If to the City:
Executive Director,	Chairman, Sangamon County	Office of the Mayor
Sangamon Co Emergency	County Board Office	Municipal Center East
Telephone System Dept	200 S. Ninth, Room 201	800 East Monroe
2000 Shale Street	Springfield, IL. 62701	Springfield, IL. 62701
Springfield, IL. 62703		

21.   Dispute Resolution. Should any dispute arise between any of the Participants concerning the terms, conditions, or requirements of this Agreement, the parties will attempt to resolve the dispute through discussions and negotiations with the members of the ESS Governance Committee. The parties shall be required to undertake a minimum of six (6) hours of discussion and negotiation with the members of the ESS Governance Committee prior to initiating judicial proceedings.

22.   General.

   (a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon The E 9-1-1, The County, and The City and their respective successors and assigns.

   (b) Integrated Agreement. This Agreement, and its attachments, constitute the entire agreement between the parties hereto concerning identification, procurement, customization, implementation, enhancement and maintenance of the ESS ICJ/PSI solution and associated data and the use of this solution and data; and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. By execution of this agreement, Sangamon County and E 9-1-1 does hereby terminate the Intergovernmental Cooperation Agreement dated June 13, 2006 adopting this Agreement in its place.

   (c) Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

The Participants agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

(d) <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) <u>Time of the Essence</u>. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(f) <u>Execution of Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

23. <u>Nature of Obligations</u>. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the Participants. All Participants shall cooperate with and abide by all Federal Rules, Regulations, and Certifications required of a Participant for implementation and continued operation of the ESS ICJ/PSI, including but not limited to 28 C.F.R. Parts 23 and 66, and as amended.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Cooperation

Agreement to be executed by their duly authorized officers as of the date first above written.

THE E 9-1-1,	**THE County**	**THE City**

By: _____
     Its Board Chairman
 	
 Attest: _____
   E 9-1-1 Executive Director
	By: _____
	     Its Board Chairman
	
	 Attest: _____
	     County Clerk
		By: _____
		     Its Mayor
		
		 Attest: _____
		     City Clerk

Attachment A:

ESS Governance Committee
Bylaws

This document supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the ESS Governance Committee and its prior appointments. The Intergovernmental Cooperation Agreement authorizes the formation of an E 9-1-1, Sangamon County, Springfield Integrated Criminal Justice/Public Safety Governance Committee, which shall be referenced throughout the remainder of this document as the "ESS Governance Committee" or "Committee". This Committee is created to administer, facilitate, and promote the long-term success of the Integrated Criminal Justice/Public Safety Initiative for its Participants.

Membership: Each Participant of this same Agreement shall appoint a single representative for membership on the ESS Governance Committee. The representatives will serve a term of four (4) years, and may serve successive terms, beginning immediately as of the first day of execution of the Intergovernmental Cooperation Agreement. Upon conclusion of their term, or at such time as the appointee is no longer able to serve as an ESS Governance Committee member, the Participant shall appoint another representative to fill the remainder of the uncompleted term or the next full term.

An existing ESS Governance Committee member may be removed from office by a majority vote of the remaining ESS Governance Committee members. Once a majority vote has been rendered, the remaining ESS Governance Committee members shall immediately draft and submit written notification to the affected Intergovernmental Cooperation Agreement Participant, explaining reasoning for the removal of the member and requesting a new appointment be made by the Participant within 30 days of the date of removal.

Organizational Structure: Upon the initial meeting, the ESS Governance Committee shall select a single member to chair and organize the meetings. This Chairman shall be assigned on an annual basis from within the participating Committee members and may not serve in successive terms. The Chairman will provide the liaison function between the ESS Governance Committee, Participants and Other Participants of the Intergovernmental Cooperation

Agreement, the ESS Integration Support Sub-Committee, and Third Party resources. The Chairman may appoint a Secretary from within the membership, for the purpose of scheduling the meetings, preparing and distributing the minutes from the meetings, and other miscellaneous administrative duties.

Meetings: The ESS Governance Committee will meet on an as needed basis as determined by its members on an as needed basis. All ESS Governance Committee meetings shall have published minutes, which will, at a minimum, include the meeting date and time, meeting agenda, a list of meeting participants, policies discussed, issues addressed, and the outcome of any voting decisions. The ESS Governance Committee Chairman shall prepare and route a meeting agenda to each ESS Governance Committee member at least 48 hours prior to the upcoming meeting. All meetings shall be conducted in accordance with the Open Meetings Act. Each member, or the member's proxy representative, shall be required to be in attendance at each meeting. The members may bring additional non-voting representatives to the meeting as subject matter experts or listeners. Meetings shall not be conducted without a quorum being present, and a quorum consists of three (3) members.

At the initial meeting, the ESS Governance Committee will establish the format for submission, status, and resolution of outstanding issues to be presented before the ESS Governance Committee. During the meetings, at a minimum the Committee will address old business, current issue status, and new business including issues to be brought before the Committee. As issues are presented, each ESS Governance Committee member (or their designated expert) shall be granted reasonable time to present their position related to the policy or issue at hand. The Chairman will call for a vote and each ESS Governance Committee member will cast a single vote with no abstentions. A majority vote will be required for resolution of a policy or issue. Any additional rules or guidelines pertaining to the meeting, its content, or management shall be established and administered internally by the ESS Governance Committee.

These bylaws may be amended by unanimous approval between the Participants. They are created to ensure fair and equitable management of human and technical resources in support of the implementation and ongoing maintenance of the Integrated Criminal Justice/Public Safety Initiative (ESS ICJ/PSI) while providing dynamic resolution to outstanding personnel, functional, and/or technical issues. The ESS Governance Committee shall not make any

decisions or require any actions which would violate the provisions as set forth in their respective Vendor contracts.

The powers and duties of the committee are:

(a) Providing a minimum of one ESS Governance Committee member as representation on the ESS Integration Support Sub-Committee as designated in the Intergovernmental Cooperation Agreement;

(b) The formation and execution of procedures for the timely resolution of outstanding issues as presented by Participants or Other Participants of the Intergovernmental Cooperation Agreement, the ESS Integration Support Sub-Committee, and other governing and/or legislative bodies.

(c) The formation and execution of procedures to evaluate enhancements or modification and make recommendations to the Participants for these enhancements or modifications to the ESS ICJ/PSI software modules and or Network Infrastructure.

(d) To provide recommendations for personnel staffing and computer hardware upgrades to the Participants.

(e) Providing a communication conduit for all Participants and Other Participants; seeking internal top-level understanding and approval on controversial issues; and conveying the ESS ICJ/PSI direction and decisions to all appropriate internal personnel.

Attachment B:

ESS ICJ/PSI On-Going Personnel Support

The following chart represents the responsibilities necessary to support the identified information technology software and hardware activities for each Participant:

(a) The E 9-1-1.
System / Security Administrator
CAD Administrator
Mobile Administrator

(b) The County.
System / Security Administrator
Records Administrator
JMS Administrator
Mobile / Field Reporting Administrator

(c) The City.
System / Security Administrator
CAD/Records Administrator
Fire Administrator
Mobile / Field Reporting Administrator

tyler technologies

LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Tyler had previously licensed certain software products to the City of Springfield in an agreement dated December 5, 2006 ("Springfield Contract") and the County of Sangamon and Sangamon County Emergency Telephone System Board (ETSB) agreement dated June 5, 2006 ("County/ETSB Contract").

WHERAS the parties have assigned their rights and obligations under those contracts to Client.

WHEREAS Tyler and Client wish to consolidate the terms and conditions from the licensing of the software under the Springfield Contract and County/ETSB Contract under 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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"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 COUNTY OF SANGAMON, IL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions 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 <u>Exhibit A</u>.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"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 <u>Exhibit C.</u>
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as <u>Exhibit D</u>.
- **"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, as successor-in-interest to New World Systems.
- **"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. <u>License Grant and Restrictions</u>.

   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. <u>License Fees</u>. As of the Effective Date, all Tyler Software has been provided to Client. 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.

3. <u>Limited Warranty</u>. 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 – AFFILIATED ORGANIZATIONS

1. <u>Access by Affiliated Organizations</u>. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

2. <u>Application of this Agreement</u>. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

3. <u>Termination of Access of an Affiliated Organization</u>. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION D – PROFESSIONAL SERVICES

1. <u>Services</u>. As of the Effective Date, we have provided the necessary and required services to implement the Tyler Software in previous agreements.

2. <u>Professional Services Fees</u>. We acknowledge that you have paid us for the necessary and required services to implement the Tyler Software as listed in the Investment Summary. To the extent there are additional professional services listed in the Investment Summary, you agree to pay us the

professional services fees in the amounts set forth therein. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. <u>Additional Services</u>. 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. <u>Cancellation</u>. 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. <u>Services Warranty</u>. 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. <u>Site Access and Requirements</u>. 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. <u>Client Assistance</u>. 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 and deliver 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 End User License Agreement(s).

    2.1 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.

    2.2 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. <u>Maintenance</u>. 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. <u>Invoicing and Payment</u>. 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. <u>Invoice Disputes</u>. 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. <u>For Cause</u>. 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. <u>Lack of Appropriations</u>. 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. <u>General Indemnification.</u>

    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. <u>Insurance.</u> 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. <u>Additional Products and Services</u>. 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. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. 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. <u>Taxes</u>. 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. <u>Nondiscrimination</u>. 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. <u>E-Verify</u>. 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. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, our 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. <u>Force Majeure</u>. 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. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. 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. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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. <u>Business License</u>. 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. <u>Governing Law</u>. 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. <u>Multiple Originals and Authorized Signatures</u>. 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. <u>Cooperative Procurement</u>. 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. <u>Effect on Previous Agreements</u>. Upon the Effective Date of this Agreement, the Springfield Contract and County/ETSB Contract will terminate.

23. <u>Contract Documents</u>. 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

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.   County of Sangamon

By: _____   By: _____

Name: <u>Greg Sebastian</u>   Name: _____

Title: <u>President, Public Safety Division</u>   Title: _____

Date: _____   Date: _____

<u>Address for Notices:</u>   <u>Address for Notices:</u>
    Tyler Technologies, Inc.   Sangamon County
    One Tyler Drive   200 S. 9th Street, Room ^
    Yarmouth, ME 04096   Springfield, IL 62701
    Attention: Chief Legal Officer   Attention: Tim Eggleston, Comptroller

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Exhibit A
Investment Summary

The following Investment Summary details the software delivered by us to you under previous Agreements. This Investment Summary is effective as of 1/1/18 and includes the following Affiliated Organizations:

Sangamon County
- Abraham Lincoln Capital Airport
- American Ambulance
- Auburn Police
-Capitol Airport
- Chatham Fire
- Chatham Police
- Divernon Police
- Grandview Police
- IL Air Guard
- IL Army Guard
- IL Supreme Court
- Jerome Police
- Leland Grove Police
- Lincolnland Community College
- Life Star Ambulance
-Loami
- Medics First Ambulance
- New Berlin Police
- Pawnee Police
- Pleasant Plains Police
- Riverton Police
- Rochester Police
- Sangamon County Central Dispatch
- Sangamon County Sheriff
-Sangamon County States Attorney
- Sherman Fire
- Sherman Police
- SIU – School of Medicine
- Southern View Police
- Spaulding Police
- Springfield Fire
- Springfield Park District

- Springfield Police
- Thayer Police
-Tri-City
-UIS
- Williamsville Police

AEGIS MSP

Computer Aided Dispatch (CAD)

Briefing Notes CAD MSP (Includes BOLOs)	2
CAD Mapping MSP	2
Combined LE/Fire/EMS CAD MSP	1001
Service Vehicle Rotation MSP	2
CAD AVL MSP	1
Additional LE CAD MSP View/Inquiry Users	3

Law Enforcement Records Software

Activity Reporting and Scheduling MSP	1
Alarms Tracking and Billing MSP	1
Career Criminal Registry MSP	2
Case Management MSP	2
Civil Paper Tracking and Receipting	1
Demographic Profiling Reporting MSP	2
Equipment Tracking MSP	1
Field Investigations MSP	2
Gang Tracking MSP	2
LE Records Federal & State Compliance MSP	2
LE Records Multi-Jurisdictional Base MSP	37
Narcotics Management MSP	1
Orders of Protection MSP	1
Pawn Shops MSP	1
Property Room Bar Coding MSP	1
Vehicle Tracking and Maintenance MSP	1

Fire Records Software

Fire NFIRS 5.0 Electronic Reporting MSP	1
Fire Records Base Package MSP	1

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Public Safety Interface Software

E-911 Interface MSP	1
Identix Interface MSP	1
On-Line CAD Interface to State/NCIC MSP	3
On-Line Global Subjects Interface to State/NCIC MSP	2
On-Line Orders of Protection Interface to State/NCIC MSP	2
On-Line Property Checks Interface to State/NCIC MSP	2
On-Line Wants & Warrants Interface to State/NCIC MSP	2
State/NCIC Interface MSP	3
Ticket Writer Interface MSP	1
VINE Interface MSP	1

Corrections Management Software

Bar Coding MSP	1
Corrections Compliance Federal & State Reporting MSP	1
Corrections Management Base MSP	1

Business Office Software

Federal & State Bus.Office Compliance MSP	1

Photo Imaging Software

Digital Imaging MSP	2
ID Badges MSP	1
Public Safety Mug Shots/Line-Ups MSP	2

Data Analysis/Crime Mapping/Mgt Reporting

Analysis Base With One Application	1
Analysis Base With Two Applications	2

Decision Support Software

Fire Management Data Mart	2
LE Management Dashboard	1
LE Management Data Mart	2

Mobile Server Software

Base CAD/NCIC/Messaging	500
Field Reporting Data Merge	500
Field Reporting Server	500
Mobile Upload Software	300

Mobile Software on the RS6000

AVL Interface	500
Base Message Switch to NCIC	500
New World CAD Interface for Aegis/MSP	500
RS/6000 State/NCIC Interface	300

Mobile Client Laptop Software

Demographic Profiling Questionnaire	372
Fire CAD Via Switch (Messaging)	25
In Car Mapping	397
LE Accident Field Reporting	200
LE Accident Field Reporting Compliance	200
LE CAD Via Switch	372
LE Field Reporting	472
LE Field Reporting Compliance	472
LE State/NCIC via Switch	372
MCT Ticket Writer Interface	75
Mobile Upload of Field Reports	372
Mugshot Images Download	372
New World AVL	397

Mobile Software on the 400 or MSP Server

AVL CAD Interface	500
MDT/MCT Base CAD/RMS Interface	500

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Aegis Link Software

JL Additional New World Search Engine/ORI	1
JL Consolidated Search Server	1
JL Interface Operability Engine	1
Web CAD Monitor	1

Site License

Site License	1001

ESRI Embedded Applications - Upgrade

ArcGIS Standard Enterprise Server Integration	1
CAD Mapping Integration	2
CAD Workstations Integration	38
Mobile In-Car Mapping Integration	125

Third Party

Scene PD	100

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Exhibit B
Invoicing and Payment Policy

There are no additional license fees or professional service fees quoted as part of this Agreement. In the future, should you purchase any additional software or services the terms relating to those fees below will apply.

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*: Any future purchases for license fees will be invoiced 100% on the Effective Date.

   1.2 *Maintenance and Support Fees*: Maintenance and Support fees paid for the period running from 1/1/18 through 12/31/18 maintenance and support shall be provided under the terms of this Agreement. Maintenance and support fees under this Agreement will be due on 2/1/18. Year 2 maintenance and support fees and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof (12/1). Tyler agrees that the increase in the annual maintenance shall not exceed more than 3% per year, over the prior year, for the first three (3) annual maintenance renewals. 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 acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data. 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*: Except as otherwise provided, 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. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

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. <u>Third Party Products</u>.

   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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

4. <u>Expenses</u>. 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

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Beneficiary: Tyler Technologies, Inc. – Operating

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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.

<u>Departure Day</u>

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

<u>Return Day</u>

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.

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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. The initial term commences on the Effective Date of 1/1/18 and runs through 12/31/18. On 1/1/19, the term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Maintenance and support fees for the first year will be $498,212. Tyler agrees that the increase in the annual maintenance shall not exceed more than 3% per year, over the prior year, for the first three (3) annual maintenance renewals. Your fees for each subsequent term will be at our then-current rates. Tyler will invoice the Client on 12/1 prior to the year of maintenance and support. The invoice will be due on 2/1 of the maintenance year. This period allows for the Client to invoice and receive payment from the participants (ETSB and the City of Springfield) who remain responsible for their portion of the fees as outlined in a separate intergovernmental agreement between the Client and the Participants. 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. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services remotely. 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. <u>Hardware and Other Systems</u>. If 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. <u>Other Excluded Services</u>. 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; (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. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.

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Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a)   **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b)   **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c)   **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Integrated Criminal Justice System
NETWORK USAGE POLICY

POLICY DEVELOPMENT PROCESS

This Network Usage policy is intended to be a policy and procedure which outlines computer, computer use, data storage, data use, networking, and security of data files and hardware for Client Users of the ICJS. Consequently, as result of technological advances as well as ever changing security risks, this policy will be reviewed as needed. Such reviews are intended to assess the efficiency and effectiveness of the policy and provide an established process for amending the policy. The policy as amended and approved by the ESS Governance Committee will be in effect upon its approval.

POLICY STATEMENT

Sangamon County expects Users of the Public Safety Data System computer, network, and/or data resources to utilize such resources in a responsible and professional manner. This policy provides guidelines for the appropriate use of ICJS computer, network, and/or data resources. The privilege to use the computing resources is associated with specific responsibilities outlined in this policy.

POLICY PURPOSE

The ICJS is designed to provide technical and technological support to the infrastructure. To provide administrative, technical and technological support to the ICJS and other Users computers, computer systems, and networks for both hardware and software functions.

These policies are intended to provide for the security and functionality of that portion of the Computer Network under the direct control of Sangamon County Public Safety Data System.

This Computer and Network Policy governs use of computer systems including all computers owned and operated by the Sangamon County Public Safety Data System, and that access the ICJS; and, includes hardware, software, data, communication networks associated with those systems, and password protected accounts assigned to City of Springfield, Sangamon County, and User client computer users. The scope of the policy is limited to employees, administrators, and staff of the City of Springfield, County, ETSD, SCCDS, and those employees of any client agency using any computer, other network equipment, or resources owned or operated by the Sangamon County Public Safety Data System. Acceptance and use of any City of Springfield or Sangamon County owned equipment implies agreement to the policies stated herein.

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NETWORK USAGE POLICY

DEFINITIONS

Authorized use: Authorized use of City of Springfield or Sangamon County owned equipment and network resources consistent with the Public Safety Mission of ICJS and this policy.

Authorized User: An authorized user is an employee granted access to the ICJS network, equipment and/or resources.

Authorized users include, but are not limited to employees of the City of Springfield, County, ETSD and SCCDS, and other Client Agency employees. Personnel who are considered authorized users will change periodically according to this policy or changes in employment or position status.

An authorized user is a person who has been issued a valid account allowing access to a particular piece of equipment, program, or system. A valid account is an account issued by the employee(s) designated by the ICJS to administer access to the programs. Generally this will be the System Administrators. A valid account is an account issued by the personnel designated to administer access to the programs. Generally this will be the Security Officers.

Guidelines for Appropriate Use

Access to the Sangamon County Public Safety Data System, whether local or remote, is a privilege requiring individuals to act in a responsible, courteous manner while respecting the rights of other users and the integrity of the computing system and related resources. The following privileges are conditional upon acceptance of the ensuing responsibilities.

User Privileges – Privacy

Computer users must respect the privacy of other computer users. Attempts (electronic or otherwise) to gain unauthorized access to the system or to unauthorized departmental information violate ICJS policy and may violate applicable law.

User Responsibilities

Access to resources infrastructure both within and beyond the ICJS requires that each user accept the responsibility to protect the rights of the Sangamon County Public Safety Data System. Sangamon County and City of Springfield expects each user affiliated with the Client Departments to be a responsible user of its resources, and as such, each user is accountable for his or her actions, and those originating from his or her computer or Department assigned computer as a condition of continued use.

Privacy of Information

A user must not intentionally seek or provide information on, obtain copies of, or modify data files, programs, or passwords belonging to the ICJS without the permission of ESS Governance Committee. Users who are authorized access to Departmental information are required to preserve the confidentiality of such information.

NETWORK USAGE POLICY

Property Rights
A user must attribute and honor the property rights of the County and City of Springfield.

Harassment
No User of the ICJS may, under any circumstances, use access to ICJS computers or networks to libel, slander, or harass any person.

Computer Harassment includes but is not limited to:
Intentionally using a computer to trouble, intimidate, or threaten another person by conveying obscene language, pictures, or other materials, or threaten bodily harm to the recipient or the recipient's immediate family.
Intentionally using a computer to contact another person repeatedly with the intent to harass, whether or not any actual message is communicated, and/or where no purpose of legitimate communication exists, and where the recipient has expressed a desire for the communication to cease.

Integrity and Security of Information System Resources
A computer user must respect the integrity of computer-based information system resources and is strictly prohibited from attempting to circumvent or subvert any of the City of Springfield or Sangamon County computer and network security measures. This does not preclude use of security tools by ICJS Administration personnel.

New World Systems Database Access
Direct Database Connections to the ICJS are limited to properly designated Super Users, System Administrators, and Security Officers. No other personnel are authorized to make a direct database connection without prior authorization and approval of the ICJS Infrastructure Committee and must be under direct supervision by one or more of the Super Users, System Administrators or Security Officers.

Portable Data Files/Media
A computer user is not to insert and access any portable data/media disk, tape, or CD into the drive or drives of any ICJS computer with the intent to install software without the permission of the ICJS Administration personnel. (Not applicable to System Administration Personnel when performing their normal duties)

Unauthorized or Destructive Programs
A computer user must not intentionally develop or use programs, which disrupt other computer users, damage hardware or software, or access restricted portions of the Sangamon County Public Safety Data System. Such unauthorized use may result in civil and or criminal action.

Unauthorized Access

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NETWORK USAGE POLICY

A computer user must not seek to gain unauthorized access to information resources or to facilitate unauthorized access by others. Accessing the ICJS via an unauthorized IP address constitutes unauthorized access.

Sharing Access

Computer passwords and/or password protected accounts are assigned to an individual user and must not be shared with others. A computer user is responsible for any use of his or her account. A computer user must report any unauthorized use of his or her account immediately to system administration personnel.

Permitting Unauthorized Access

A computer user must not run or otherwise configure software or hardware to intercept or decode passwords to intentionally allow access by unauthorized users.

Unauthorized Monitoring

A computer user may not use computing resources for unauthorized monitoring of electronic communication.

Privileged Access

A computer user who is provided special access to information or other special computing privileges will use such access and privileges only in performing official duties. Information accessed in this manner is considered confidential.

Adding New Authorized Users

Access to the ICJS will be limited to the County, SCCDS, and ETSD personnel except as otherwise specified in the following.

Police and Fire and EMS personnel requiring access to certain programs and records to perform their regularly assigned duties. These personnel will be designated by the Chiefs of the various Departments and the Sheriff of Sangamon County. Each has the authority to designate personnel within his/her own department or grant access to other departments for accessing certain records available only in his/her department's records.

Each Department Head grants Administrator Access to the ICJS Technical Support Personnel for the purpose of upgrading, troubleshooting, and repair of programs under direct control of the Sangamon County Public Safety Data System. Further, each Department Head authorizes the ICJS Technical Support Personnel to grant access to Program Vendor Technical Personnel for upgrading, troubleshooting, and repair of the Vendor's programs. This implied authority is granted by each department's acceptance and use of these programs.

New personnel or personnel with new duties requiring access can be added as need at any time. New access requests will be submitted in written form to the ICJS Technical Support.

NETWORK USAGE POLICY

Review/Termination of Access

When a computer user ceases to be an employee of the City of Springfield, County, ETSD, or SCCDS or a Client Agency, his or her access will be terminated. This information will be transmitted in writing to ICJS Administration personnel within 24 hours of termination. Access for such personnel will be removed immediately upon receipt of official termination. To ensure minimum possibility of unauthorized access by retired, resigned, or terminated personnel, User Accounts will be automatically disabled after 90 days of no sign-in activity.

If a computer user is assigned a new position and/or responsibilities within the City of Springfield, County, ETSD, SCCDS, or a Client Agency, his or her access authorization must be reviewed. Individuals must not use facilities, accounts, access codes, privileges, or information for which they are not **authorized in** their new assignment.

Annual Security Access Audit

On an annual basis, an audit of all users will be conducted to insure only authorized personnel retain access to the system. This audit will include the City of Springfield, County, ETSD, SCCDS, and all Client Agencies. Each agency will provide in written or acceptable electronic form to ICJS Administration, a list of all authorized users, and a list of all personnel terminated, resigned, or retired since the last Annual Security Access Audit. The format and date of this audit will be provided to each agency in sufficient time for completion prior to the audit date. The designated ICJS Security Officers will conduct this audit.

Use of Copyrighted Information
A computer user is prohibited from using, copying, and storing copyrighted computer software except as specifically stipulated by the owner of the copyright or otherwise permitted by copyright law.

Use of Licensed Software
A computer user may not install, copy, or use licensed or unlicensed software on the ICJS computing resources. All software is to be installed and supplied by authorized computer support technicians.

Information Integrity
A computer user should be aware of the potential for and possible effects of manipulating information in electronic form. A computer user should understand the changeable nature of electronically stored information and be prepared to take the appropriate steps to verify the integrity and completeness of information that the user complies or uses.

Personal Use
The ICJS information system resources are not intended for activities unrelated to the City of Springfield, County, ETSD, SCCDS or proper Client Agency functions. Incidental personal use is not allowed.

NETWORK USAGE POLICY

Allocation of Resources

The City of Springfield, County, ETSD or SCCDS may allocate resources in different ways in order to achieve its overall mission. This includes all physical assets and personnel resources associated with the computer and network system. The City of Springfield, County, ETSD and SCCDS reserve the right to determine computer and network use priorities.

In the event that the ICJS computer and network resources become limited (e.g. large volume processes, system upgrades, and maintenance etc.) access to specific computing services may be temporarily restricted.

Network/Workstation Utilization

The City of Springfield, County, or ETSD Network Administrator will monitor utilization of the Department's computers and network resources to determine any additional needs, as well as policy and procedure compliance.

Control of Access to Information

The City of Springfield, County, and ETSD will control access to its information and the devices on which it is stored, manipulated, and transmitted.

Connection of Private Machines

An owner of a private computer who holds a valid user account and who is granted access to the ICJS host machine assumes the privileges and responsibilities specified in this policy. The agency(s) seeking the additional equipment must document and submit their request to the ESS Governance Committee. Once approved, the ESS Governance Committee will coordinate, through the appropriate authorities within their respective agency, for reimbursement to the procuring agency(s).

Internet Connection to Mobile Data Computers

All MDC's which are allowed an internet connection will maintain up to date Antivirus Antimalware protection software. The machines are also required to maintain up to date operating system patches.

The allowed connections to the Internet will be controlled by allowing connection only to specific and necessary URLs. Access beyond these URLs will be blocked and a message stating the block is in place will appear on the user's screen. Since there, currently is no method of grouping users, a list of the allowed URLs will be submitted for the approval of

NETWORK USAGE POLICY

all member agencies. If an agency objects, the URL will not be available to any member agency.

Computer and Network System Administration
Policy Administration

The City of Springfield, County, and ETSD, as owner and operator of all computers and networks purchased or leased within the Sangamon County Public Safety Data System, has the authority to delegate oversight of the computer and network systems located at or attached to the ICJS to one or more appropriate individuals within the City of Springfield, County, and ETSD. Each Client Agency retains this right within their agency.

The Computer and Network Policy Administrator shall be responsible for:

1. Administration of the Network Usage Policy.

2. Communication with the appropriate individuals, responsible for insuring compliance with the Network Usage Policy.

3. Designating authority to inspect data, gather electronic evidence, or monitor electronic activity when there is legitimate cause to suspect improper use of computer or network resources.

The standing Administrator of the Network Usage Policy is the ESS Governance Committee.

System Administration

The ESS Governance Committee may designate or authorize another person or persons to manage the computer and network system(s). Such individuals, known as System or Network Administrators, are typically responsible for the technical operations of a particular machine. A System Administrator may access any file and/or folder for the maintenance of network and computing and storage systems.

A System Administrator should use reasonable efforts to:

1. Take precautions against theft of, or damage to, computer and network system components.

2. Execute all hardware and software licensing agreements applicable to the system.

3. Treat information about and information stored by the system's users in an appropriate manner and take precautions to protect the security of a system or network and the information contained therein.

4. Promulgate information about specific policies and procedures that govern access to and use of the system, and services provided or not provided to the user. A written document or electronic message posted on a computer system shall be considered adequate notice. Cooperate with the City of Springfield, County, ETSD and other

NETWORK USAGE POLICY

System Administrators of the computer system or networks within and outside of the Sangamon County Public Safety Data System, to find and correct problems caused on another system by use of the system under the System Administrator's authority.

5. Take reasonable action as authorized by the ESS Governance Committee and the provisions of this policy to implement and enforce the usage and service policies of the system and to provide for the security of the system.

6. Take reasonable action as authorized by the ESS Governance Committee and the provisions of this policy to inspect, monitor, or temporarily suspend access privileges in the event that such action is determined as necessary or appropriate to maintain the integrity of the computer system, network, or the protection of other users and individuals.

A System Administrator is equally accountable to the Network Usage Policy as any other user. A System Administrator who violates any provision of the Network Usage Policy, or who misuses his or her authority, is subject to disciplinary action.

System Security

The ESS Governance Committee may designate or authorize another person or persons to secure the computer and network system(s). Such individuals, known as Security Officers, are responsible for:

1. Security Administration of the Network Usage Policy.

2. Communication with the appropriate individuals, responsible for insuring compliance with the Network Usage Policy.

3. Grant authority for all personnel requiring access to the system, based on requirements of the authorizing agency.

4. Monitor compliance with the security procedures in this policy.

5. Conduct the Annual Security Access Audit, and certify completion to the ESS Governance Committee, not later than 1 January each year.

6. Designating authority to inspect data, gather electronic evidence, or monitor electronic activity when there is legitimate cause to suspect improper use of computer or network resources.

7. Conduct an annual Audit of all MDC Telephone Numbers.

Sangamon County Responsibilities

User Security

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NETWORK USAGE POLICY

The City of Springfield, County and ETSD have the responsibility to develop, implement, maintain, and enforce appropriate security procedures to ensure the integrity of the ICJS information, however stored, and to take appropriate action when privacy is intentionally violated.

Protection from Harassment

The City of Springfield, County and ETSD has the responsibility to develop, implement, maintain, and enforce appropriate anti-harassment procedures for users of its computers or networks and to take appropriate action when harassment occurs.

Copyright and License Provisions

The City of Springfield, County and ETSD have the responsibility to respect and enforce all copyright and license agreements and all laws governing the acquisition and use of such information.

Procedures Related to Alleged Misuse of Computing Privileges

Filing a Complaint

All alleged violations of this policy, shall be reported to ESS Governance Committee.

Response to Alleged Misuse of Computing Privileges

Upon receipt of a complaint, the Infrastructure Committee will gather information relevant to the complaint and take appropriate action. In doing so, the ESS Governance Committee will communicate with appropriate individuals regarding the complaint.

If the ESS Governance Committee has persuasive evidence of misuse of computer and network resources, and if that evidence implicates the computing activities or the computer files of an individual, the ESS Governance Committee is authorized to:

Request that a System Administrator take the necessary technical steps to preserve the user's files for inspection by ESS Governance Committee or authorized authorities.

Determine the nature and immediacy of corrective action.

If a person appears to have violated this policy, and the violation is deemed to be minor by the ESS Governance Committee, and the individual has not been implicated in prior incidents, then the incident may be addressed by the ESS Governance Committee or by the employee's supervisor.

In the case of repeated violations, or if the violation threatens the security of the computer and network system, the ESS Governance Committee may authorize the appropriate System Administrator to temporarily disable any offending or apparently compromised computer accounts, or to temporarily disconnect or block offending computers/users from the network.

A user found in violation of this policy is subject to a full range of sanctions, including the loss of computer or network privileges, disciplinary action consistent with the City of Springfield, County, ETSD, and Client Agency rules and regulations, collective bargaining

agreements, and legal action. The City of Springfield, County, ETSD, and Client Agencies will meet their responsibility to report violations that may constitute criminal offenses to the appropriate authorities.

Access To The Sangamon County Public Data System
Data Security and Retention

Archive and backups

ARCHIVE-The copying of certain data to tape or optical media for the purpose of retaining in storage should it be needed in the future. Once the copy is made the data is removed from the Primary system.

BACKUP-The copying of certain data to tape or optical media for the purpose of retaining in storage should it be needed in the future. The data is not removed from the Primary System after the copy is made.

ICJS will be backed up to another media on a daily basis. The backup schedule will be as follows:

Full data backup - Weekly (day to be determined)
Monthly (One Weekly Media will be designated as the Monthly Backup)

Changed Data only - Daily (except on the day of the Weekly backup)

Retention of Backup Media

Daily Media will be retained until the next Weekly Backup.

Weekly Media will be retained until the next designated Monthly Backup.

Monthly Media will be retained until the next Monthly Backup.

Archiving of Data

Archive media will be retained in compliance with the City of Springfield or Sangamon County File retention policies.

DATA DESTRUCTION

This Data Destruction policy is intended to be a policy and procedure which outlines the disposal of hardware for the City of Springfield, SCSO, ETSD, or SCCDS. Consequently, as result of

NETWORK USAGE POLICY

technological advances as well as ever changing security risks, this policy will be reviewed as needed. Such reviews are intended to assess the efficiency and effectiveness of the policy and provide an established process for amending the policy.

Policy Statement

Sangamon County expects Users of the Data Destruction policy to dispose of all hardware in a correct and responsible fashion. This policy provides guidelines for the destruction of hardware. The privilege to use the computing resources is associated with specific responsibilities outlined in this policy.

Policy Purpose

The Sangamon County Public Data Destruction policy is designed to provide a guideline for disposing of hardware, insuring data security.

These policies are intended to provide for the security of all information stored on hard drives disposed of by the Sangamon County ETSD. This Data Destruction Policy governs disposal of hardware including all computers owned and operated by the City of Springfield, SCSO, ETSD, SCCDS. The scope of the policy is limited to employees, administrators, and staff of the City of Springfield, SCSO, ETSD, SCCDS, and those employees of any client agency using any computer, other network equipment, or resources owned or operated by the City of Springfield, SCSO, ETSD, or SCCDS. Acceptance and use of any City of Springfield or Sangamon County owned equipment implies agreement to the policies stated herein.

User Privileges – Privacy

Those disposing of Hardware must respect the privacy of former users. Attempts to gain unauthorized access to the system before its purging violates the Data destruction policy and may violate applicable law.

Property Rights

A user must attribute and honor the property rights of the County and City of Springfield.

Integrity and Security of Information System Resources

A computer user must respect the integrity of computer-based information system resources and is strictly prohibited from attempting to circumvent or subvert any of the City of Springfield or Sangamon County computer and network security measures.

Unauthorized Access

NETWORK USAGE POLICY

A computer user must not seek to gain unauthorized access to information resources or to facilitate unauthorized access by others to critical information before disposal.

Privileged Access

A computer user who is provided special access to information or other special computing privileges will use such access and privileges only in performing official duties. Information accessed in this manner is considered confidential.

Sanitation

All electronic media must be properly sanitized before it is transferred from the custody of its current owner. The proper sanitization involves one of two methods that depend on the type of media and the intended disposition of the media.

Overwriting Information

Overwriting of data means replacing previously stored data on a drive or disk with a random pattern of meaningless information. This effectively renders the data unrecoverable and is an acceptable Sanitation method.

Disruption/Destruction of Hardware

Destruction is the process of physically damaging a medium so that it is not usable by any device that may normally be used to read electronic information on the medium, such as a computer, personal hand held device, audio or video player. Operable hard drives must be overwritten prior to disposal. The use of a magnet or other electronic disruption device is also recommended. Documentation of proper sanitization for hard drives is recommended.

Transfer of Hard Drives

Before a hard drive is transferred from one owner to another appropriate care must be taken to ensure that no unauthorized person can access data by ordinary means. All hard drives should be sanitized, however; since the drive is remaining within the department, the hard drive may instead be formatted prior to transfer. While data may still be accessed by using special means, doing so violates Sangamon county code.

Disposal of damaged or inoperable hard drives

The owner must first attempt to overwrite the storage device. If the device cannot be overwritten, the device must be disassembled and mechanically damaged so that it is not usable by a computer.

Procedures Related to Alleged Misuse of Computing Privileges

All alleged violations of this policy, shall be reported to ESS Governance Committee.

Response to Alleged Misuse of Computing Privileges

NETWORK USAGE POLICY

Upon receipt of a complaint, the ESS Governance Committee will gather information relevant to the complaint and take appropriate action. In doing so, the ESS Governance Committee will communicate with appropriate individuals regarding the complaint.

If the ESS Governance Committee has persuasive evidence of misuse of computer and network resources, and if that evidence implicates the computing activities or the computer files of an individual, the ESS Governance Committee is authorized to:

Request that a System Administrator take the necessary technical steps to preserve the user's files for inspection by ESS Governance Committee or authorized authorities.

Determine the nature and immediacy of corrective action.

If a person appears to have violated this policy, and the violation is deemed to be minor by the ESS Governance Committee, and the individual has not been implicated in prior incidents, then the incident may be addressed by the ESS Governance Committee or by the employee's supervisor.

In the case of repeated violations, or if the violation threatens the security of the computer and network system, the ESS Governance Committee may authorize the appropriate System Administrator to temporarily disable any offending or apparently compromised computer accounts, or to temporarily disconnect or block offending computers/users from the network.

A user found in violation of this policy is subject to a full range of sanctions, including the loss of computer or network privileges, disciplinary action consistent with the City of Springfield, SCSO, ETSD, and Client Agency rules and regulations, collective bargaining agreements, and legal action. The City of Springfield, SCSO, ETSD, and Client Agencies will meet their responsibility to report violations that may constitute criminal offenses to the appropriate authorities