

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-12-2017

Contract/Lease Control #: C99-0245-GM

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: TYLER TECHNOLOGIES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/03/1999

Expiration Date: INDEFINITE

Description of Contract/Lease: SOFTWARE LICENSE AND USER AGREEMENT

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERT@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

Date: ~~4/20/1999~~ 12/23/15

Contract/Lease Control #: C99-0245-16 m

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award to/Lessee: EDEN SYSTEMS TYLER TECH CR

Lessor:

Effective Date: 5/3/1999

Amount: APPROX \$96,800

Term/Expires: INDEFINITE 12/31/16

Description of Contract/Lease: SOFTWARE LICENSE AND USER AGREEMENT

Department Manager: GROWTH MANAGEMENT

Department Monitor: G. MAHLMAN

Monitor's Telephone #: 651-7525

Monitor's Fax #: 651-7184

Date Closed:

12/20/2007 NAME CHANGED TO TYLER TECH, P.O. BOX 678168, DALLAR, TX 75267-8168



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		<b>CONTACT NAME:</b> Moira Crosby <b>PHONE (A/C No. Ext.):</b> <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com	
<b>INSURED</b> Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75042		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Fire Insurance Company	<b>NAIC #</b> 19682
		<b>INSURER B:</b> Hartford Casualty Insurance Company	29424
		<b>INSURER C:</b> Lloyds of London Syndicates	048337 &
		<b>INSURER D:</b>	048945
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 GL Auto WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08UENAY8572	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		08UENAY8572	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		08XNUTAZ8392	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	08WEXL5271	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab		B0621PTILE000219	12/17/2019	12/17/2020	Limit \$20,000,000
C	Cyber/Privacy Prof Liab		B0621PTILE000319	12/17/2019	12/17/2020	Excess Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Okaloosa is Additional insured as respects general liability where required by written contract.

CONTRACT#: C99-0245-GM  
TYLER TECHNOLOGIES  
SOFTWARE LICENSE & USER AGREEMENT  
EXPIRES: INDEFINITE

<b>CERTIFICATE HOLDER</b> County of Okaloosa 1804 Lewis Turner Blvd. #402 Ft. Walton Beach, FL 32547	<b>CANC</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE James Hays/MCRGSB
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies 133 Federal Street, 4th Floor  Boston MA 02110		<b>CONTACT NAME:</b> Moira Crosby <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Fire Insurance Company	<b>NAIC #</b> 19682
		<b>INSURER B:</b> Hartford Casualty Insurance Company	29424
		<b>INSURER C:</b> Lloyds of London Syndicates	048337 &
		<b>INSURER D:</b>	048945
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 GL, Auto                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08UENAY8572	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		08UENAY8572	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		08RHUAY8122	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	08WHEEL5271	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber/Privacy Prof Liab		B0621PTYLE000217	12/17/2017	12/17/2018	Occurrence Limit	\$20,000,000
C	Cyber/Privacy Prof Liab		B0621PTYLE000317	12/17/2017	12/17/2018	Aggregate Limit	\$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Okaloosa is Additional insured as respects general liability where required by written contract.

C99-0245-QM

<b>CERTIFICATE HOLDER</b>  County of Okaloosa 1804 Lewis Turner Blvd. #402 Ft. Walton Beach, FL 32547	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  James Hays/MCROSB 

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## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C99-0245-GM</u>	Tracking Number: <u>2425-17</u>
Contractor/Lessee Name: <u>Tyler Technologies</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>amendment</u>	
Date/Term: <u>indefinite</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>indefinite</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>OM</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Kapert</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met: <u>[Signature]</u>	Date: <u>5-23-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

<b>Risk Management Review</b>	
Approved as written: <u>[Signature]</u>	Date: <u>5-23-17</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see email attached</u>	Date: <u>5-26-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	Date: _____
_____ Contracts & Grants Manager	

## DeRita Mason

---

**From:** Laura Porter  
**Sent:** Friday, May 26, 2017 11:55 AM  
**To:** Elliot Kampert; Greg Kisela; DeRita Mason  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: Tyler Contract

This is approved for Risk Management purposes.

Laura J. Porter  
Risk Manager  
Risk Management Department  
Okaloosa County Board of County Commissioners  
5649-B Old Bethel Road  
Crestview, FL 32539  
Office: (850) 689-5979 Fax: (850) 689-5973  
Email: [lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

---

**From:** Elliot Kampert  
**Sent:** Friday, May 26, 2017 10:55 AM  
**To:** Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>; Greg Kisela <[gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)>; DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** Tyler Contract  
**Importance:** High

Good morning, all:

I happened to go back and look at the email through which I requested coordinated review of the amendment to the Tyler Contract and discovered that I'd accidentally attached the last draft that was sent around for final legal review prior to it being sent to Tyler for signature. I didn't intend to send that one.

Attached please find the clean version I'd meant to send that incorporates all the changes and which is signed by Tyler. Please use the coordination sheet I sent along with the email, below.

My apologies for any confusion. I think I need a day off.

Elliot.

Elliot L. Kampert, AICP; Director  
Okaloosa County Growth Management Department

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, May 26, 2017 10:59 AM  
**To:** Elliot Kampert  
**Cc:** Laura Porter; Greg Kisela; DeRita Mason; Lynn Hoshihara  
**Subject:** RE: Tyler Contract

This is approved for legal purposes.

---

**From:** Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]  
**Sent:** Friday, May 26, 2017 11:55 AM  
**To:** Laura Porter; Greg Kisela; DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** Tyler Contract  
**Importance:** High

Good morning, all:

I happened to go back and look at the email through which I requested coordinated review of the amendment to the Tyler Contract and discovered that I'd accidentally attached the last draft that was sent around for final legal review prior to it being sent to Tyler for signature. I didn't intend to send that one.

Attached please find the clean version I'd meant to send that incorporates all the changes and which is signed by Tyler. Please use the coordination sheet I sent along with the email, below.

My apologies for any confusion. I think I need a day off.

Elliot.

Elliot L. Kampert, AICP; Director  
Okaloosa County Growth Management Department  
1250 Eglin Parkway N Room 319  
Shalimar, FL 32579  
850-651-7180

**Please note:** Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** Elliot Kampert  
**Sent:** Tuesday, May 23, 2017 2:28 PM  
**To:** Laura Porter <lporter@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>  
**Cc:** 'Parsons, Kerry' <KParsons@ngn-tally.com>  
**Subject:** FW: Tyler Contract

Good afternoon,

**AMENDMENT FOR CONTRACT C99-0245-P11-16  
Tyler Technologies, Inc. /Maintenance Agreement**

This Amendment made and entered into this 6<sup>th</sup> day of June, 2017, hereby amends Contract C99-0245-P11-16, dated May 3, 1999 (the "Contract"), by and between Okaloosa County, Florida, (hereinafter the "Licensee") and Tyler Technologies, Inc. (hereinafter the "Licensor").

**RECITALS**

**WHEREAS**, on May 3, 1999, the parties entered into contract C99-0245-P11-16, which provides for a Software License and Use Agreement; and

**WHEREAS**, the term of C99-0245-P11-16 is indefinite and does not require annual renewal; and

**WHEREAS**, the parties agree that it is necessary and in the parties' mutual best interest to amend the Contract to include language mandated by the Florida Statutes pertaining to public records; and

**WHEREAS**, the parties also agree that it is in their mutual best interests to amend the Contract to include provisions whereby program modifications may be requested and appropriately invoiced and paid.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree as follows:

1. The above recitals are correct and are hereby incorporated into Contract C99-0245-P11-16.
2. The Licensee's address is hereby amended to read: Okaloosa Board of County Commissioners 1250 N. Eglin Parkway Suite 100 Shalimar, Florida 32579.
3. A new Section 9.8 is added as follows:

9.8 Requested Modifications. Licensee may request modifications to the program as needed to suit its specific needs. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client 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. The addendum/change order referenced above will include the applicable (then-current) rate. The County will either approve the rate by signing the addendum/change order or reject the rate by not signing.



4. C99-0245-PII-16 is hereby amended to include the following additional provision:

**Public Records**


**IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

The Licensor must comply with the public records laws, Florida Statute chapter 119, specifically the Licensor must:

- a. Keep and maintain public records required by the Licensee to perform the service.
  - b. Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Licensor does not transfer the records to the Licensee.
  - d. Upon completion of the contract, transfer, at no cost, to the Licensee all public records in possession of the Licensor or keep and maintain public records required by the Licensee to perform the service. If the Licensor transfers all public records to the public agency upon completion of the contract, the Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensor keeps and maintains public records upon completion of the contract, the Licensor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

TYLER TECHNOLOGIES, INC.:

  
Signature

Robert Kennedy-Jensen  
Print Name

Date: May 11, 2017

WITNESS:

  
Signature

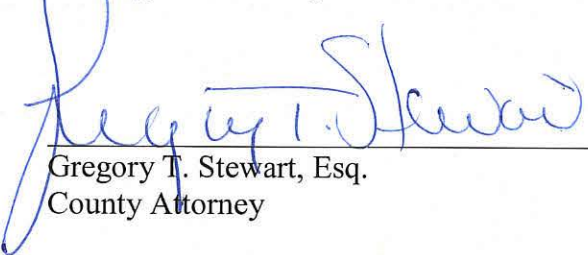
Stacey M. Gerard  
Print Name

OKALOOSA COUNTY, FLORIDA  
LICENSEE:

  
Carolyn W. Ketchel  
Chairman, Board of County Commissioners



Approved as to form  
And legal sufficiency:

  
Gregory T. Stewart, Esq.  
County Attorney

ATTEST:

  
J.D. Peacock II  
Clerk of Circuit Court



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/04/2017

Contract/Lease Control #: C99-0245-GM

Bid #:

Contract/Lease Type: AGREEMENT

Award To/Lessee: TYLER TECHNOLOGIES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/03/1999

Expiration Date: 12/31/2017

Description of Contract/Lease: SOFTWARE LICENSE AND USER AGREEMENT

Department: GM

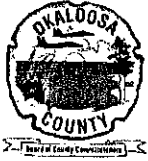
Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERT@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



# CONTRACT/LEASE RENEWAL FORM

December 20, 2017  
Tyler Technologies  
ATTN: Robert Kennedy-Jensen  
One Tyler Drive  
Yarmouth, Maine 04096  
RE:

Contract # C99-0245-GM  
TYLER TECHNOLOGIES  
AUTOMATED PERMIT TRACKING SYSTEM  
EXPIRES: 12/31/2017

Dear

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C99-0245-GM for an additional term. The contract renewal period will be 1 January 2017 to 31 December 2017. The annual budgeted amount for this contract is \$16,184.67. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
Signature: [Signature]

Contractor: Tyler Technologies, Inc.

Date: 12/14/16

Approved By: [Signature]  
(as prescribed below on item 1)

Approved By: [Signature]  
Robert Kennedy-Jensen

Date: 12/14/16

Approved By: [Signature]  
(as prescribed below on item 1)  
Charles K. Windes, Jr., Chairman

Title: Senior Corporate Attorney

Date: 12/21/16

Date: December 12, 2016



**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

April 7, 2016

Dear Deborah Clabaugh;

The contract terms on the software and maintenance state that "no increase in the support rate shall be in excess of 10% of the support rate for the prior year." This letter is to verify that support invoice 045-147652 for period 01/01/16 through 12/31/16 for \$15,660.06 covers an increase of 3.35% over last year's support invoice 045-122442 for period 01/01/15 through 12/31/15 for \$17,409.20 which was at a 3.25% increase.

Sincerely,

Rebekah Trask  
Credit Services Team Lead

**CONTRACT # C99-0245-GM  
TYLER TECHNOLOGIES  
AUTOMATED PERMIT TRACKING SYSTEM  
EXPIRES: INDEFINITE**

## **Deborah Clabaugh**

---

**From:** Deborah Clabaugh  
**Sent:** Wednesday, March 09, 2016 8:46 AM  
**To:** 'Jodi Gates'  
**Cc:** Elliot Kampert; Zan Fedorak  
**Subject:** RE: Scanned Image\_20160308\_122612.pdf;

Thank you Jodi, I'll work on getting a letter from Tyler.

Next year I will hope to have next year's budget match the anticipated Tyler amount for 2017.

-----Original Message-----

**From:** Jodi Gates [mailto:jgates@okaloosaclerk.com]  
**Sent:** Wednesday, March 09, 2016 8:10 AM  
**To:** Deborah Clabaugh <dclabaugh@co.okaloosa.fl.us>  
**Cc:** Elliot Kampert <ekampert@co.okaloosa.fl.us>; Zan Fedorak <zfedorak@co.okaloosa.fl.us>  
**Subject:** RE: Scanned Image\_20160308\_122612.pdf;

To put it simply, Finance is requiring a contract with an agreed upon amount for services rendered. Finance does want to limit the inconvenience to the Vendor for oversight with the contract. So in this instance, a letter from the Vendor providing explanation of rates added to the file would suffice.

Jodi Gates - Accounting Director  
Okaloosa County Clerk of Circuit Court  
302 N. Wilson Street, Suite 203  
Crestview, FL 32536  
Tel: (850) 689-5000 x 3413 Fax: (850) 689-5882

-----Original Message-----

**From:** Deborah Clabaugh [mailto:dclabaugh@co.okaloosa.fl.us]  
**Sent:** Tuesday, March 08, 2016 12:38 PM  
**To:** Jodi Gates  
**Cc:** Elliot Kampert; Zan Fedorak  
**Subject:** Scanned Image\_20160308\_122612.pdf;

Jodi,

Is Finance looking for a letter from Tyler Technologies to update the invoiced prices for 2014, 2015 and 2016 as the attached letter dated December 17, 2013 stated the increase for 1/1/13-12/31/13?

If so, I will contact Lorraine Greene from Tyler Tech for an updated letter and then provide that to Finance.

Is there anything else that Finance is requiring to allow payment of invoice 045-147652 for \$15,660.06?

Hopefully you understand that I don't want to contact Tyler if there will still be unexplained delays in processing their payment.

Deborah Clabaugh

**CONTRACT/LEASE**  
**PAYMENT APPROVAL FORM**  
 COMPLETE AND FORWARD TO THE NEXT DEPARTMENT

**COMPLETED BY DEPARTMENT**

DATE: 11/24/2015

VENDOR NAME: Tyler Technologies ✓

VENDOR #: 20600693 ✓

CONTRACT/LEASE#: C99-0245-GM

VENDOR INVOICE #	TASK ORDER # <i>(If Applicable)</i>	COUNTY/FEMA PROJECT # <i>(If Applicable)</i>	BUDGET DEPARTMENT #	ACCOUNT #	AMOUNT \$
045-147652	.75	01/01/2016-12/31/2016	4400	634900	\$ 11,745.06
045-147652	.25	01/01/2016-12/31/2016	0108	634900	\$ 3,915.01
<b>TOTAL</b>					\$ 15,660.06 ✓

**APPROVED FOR PROGRESS PAYMENT** *(please sign, as applicable and date)*

CONTRACTOR'S ENGINEER/ARCHITECT/PROJECT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY SUPERVISOR/PROJECT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT DIRECTOR: Elliot Kampert *Elliot Kampert* ✓ DATE: 11/24/15

CONTRACTS & GRANT MANAGER: *[Signature]* ✓ DATE: 11-30-15

COUNTY ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

*(Payments > \$25,000.)*

**FINAL PAYMENT**

FINAL PAYMENT  YES  NO *(If "Yes", forward to Purchasing Services Coordinator for Close-Out)*

DATE: \_\_\_\_\_ PURCHASING DIRECTOR: \_\_\_\_\_  
*(Per Initial Agreement)*

DATE: \_\_\_\_\_ CONTRACTS & GRANTS MANAGER: \_\_\_\_\_  
*(All Contracts)*

DATE: \_\_\_\_\_ COUNTY ADMINISTRATOR APPROVAL: \_\_\_\_\_  
*(Per Initial Agreement)*

DATE: \_\_\_\_\_ BOARD APPROVAL: \_\_\_\_\_  
*(Per Initial Agreement)*

**COMPLETED BY FINANCE - ACCOUNTS PAYABLE ONLY**

FISCAL YEAR: 16

DATE RECEIVED: 12/9/15

REVIEWED BY: O-Tanner

11/30/16  
O-Tanner  
4/11/16  
O-Tanner

[Signature]  
12/31/16

2015 DEC 1 4 00  
 CLERK OF CIRCUIT COURT  
 OKALOOSA COUNTY, FL  
 CRESTVIEW, FL

EM



Remittance: Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Table with Invoice No (045-147652), Date (12/01/2015), and Page (1 of 1)

Empowering people who serve the public

Questions: Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1 Fax: 1-866-673-3274 Email: ar@tylertech.com



Bill To: County of Okaloosa 302 N Wilson Street Suite 203 Crestview, FL 32536

CRESTVIEW, FL

Ship To: County of Okaloosa 302 N Wilson Street Suite 203 Crestview, FL 32536

Summary table with columns: Customer No. (5234), Ord No (70776), PO Number, Currency (USD), Terms (NET30), Due Date (12/31/2015)

Main invoice table with columns: Date, Description, Units, Rate, Extended Price. Includes items like Interface Support, Maintenance, and Agency License Support.

\*\*ATTENTION\*\* Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Summary table with Subtotal (15,660.06), Sales Tax (0.00), and Invoice Total (15,660.06)





CONTRACT/LEASE RENEWAL FORM

CERTIFIED A TRUE AND CORRECT COPY JD PEACOCK II CLERK CIRCUIT COURT



Date: August 4, 2015
Company: Tyler Technologies, Inc.
Attn: Abigail Diaz
Address: One Tyler Dr.
City, St, Zip: Yarmouth, ME 04096
RE: Contract Renewal

BY: [Signature] DEPUTY CLERK
DATE: 12-21-15

CONTRACT # C99-0245-GM
TYLER TECHNOLOGIES
AUTOMATED PERMIT TRACKING SYSTEM
EXPIRES: INDEFINITE

Dear Ms. Diaz,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C99-0245-P-11-16 GM for an additional term. The contract renewal period will be 1/1/2016 to 12/31/2016. The annual budgeted amount for this contract is \$12,500. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

Contractor: Abby Tyler Technologies Inc
Abby Diaz, Associate General Counsel
Tyler Technologies, Inc.

Date: Aug 28, 2015

Approved By: [Signature]

Approved By: [Signature]
(as prescribed below on item 1)

Date: [Signature]

Approved By: Nathan D. Boyles
Chairman
(as prescribed below on item 1)

Title: Associate General Counsel

Date: BCC approval 12-15-15

Date: 9/3/2015

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** ~~4/20/1999~~ 1/24/15

**Contract/Lease Control #:** C99-0245-IGM

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** EDEN SYSTEMS TYLER TECH CTR

**Lessor:**

**Effective Date:** 5/3/1999

**Amount:** APPROX \$96,800

**Term/Expires:** INDEFINITE 12/31/15

**Description of Contract/Lease:** SOFTWARE LICENSE AND USER AGREEMENT

**Department Manager:** GROWTH MANAGEMENT

**Department Monitor:** G. MAHLMAN

**Monitor's Telephone #:** 651-7525

**Monitor's Fax #:** 651-7184

**Date Closed:**

12/20/2007 NAME CHANGED TO TYLER TECH, P.O. BOX 678168, DALLAR, TX 75267-8168



# CONTRACT/LEASE RENEWAL FORM

Date: August 4, 2015  
 Company: Tyler Technologies, Inc.  
 Attn: Abigail Diaz  
 Address: One Tyler Dr.  
 City, St, Zip: Yarmouth, ME 04096  
 RE: Contract Renewal

**CONTRACT # C99-0245-GM**  
**TYLER TECHNOLOGIES**  
**AUTOMATED PERMIT TRACKING SYSTEM**  
**EXPIRES: INDEFINITE**

Dear Ms. Diaz,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # ~~C99-0245-P-11-16 GM~~ <sup>jt</sup> for an additional term. The contract renewal period will be 1/1/2016 to 12/31/2016. The annual budgeted amount for this contract is \$12,500. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

Dept. Director  
 Signature: [Signature]

Date: Aug 28, 2015

Approved By: [Signature]  
 (as prescribed below on item 1)

Date: 9/2/15

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Date: \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Abby Tyler Technologies Inc.  
Abby Diaz, Associate General Counsel  
Tyler Technologies, Inc.

Approved By: Abby

Title: Associate General Counsel

Date: 9/3/2015

**County Department Instructions:**


- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.




# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C99-0245-GM Tracking Number: 1466-15  
Grant Funded: YES \_\_\_ NO \_\_\_  
Contractor/Lessee Name: Tyler Technologies  
Purpose \_\_\_\_\_  
Date/Term: 12/31/14 1.  GREATER THAN \$50,000  
Amount: 12,500 2.  GREATER THAN \$25,000  
Department: GM 3.  \$25,000 OR LESS  
Dept. Monitor Name: Kempert / Claybrough  
Document has been reviewed and includes any attachments or exhibits.

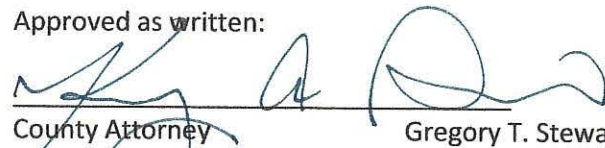
**Purchasing Review**

Procurement requirements are met:  
  
Purchasing Director or Designee \_\_\_\_\_ Date: 8.21.15  
Joanne Kublik or Sunnie Estes

**Risk Management Review**

Approved as written:  
  
Risk Manager or designee \_\_\_\_\_ Date: 8.21.15  
Laura Porter or Krystal King

**County Attorney Review**

Approved as written:  
  
County Attorney \_\_\_\_\_ Date: 8.25.15  
Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

*to Deb-C 8/25/15*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England  133 Federal Street 2nd Floor Boston, MA 02110 Thomas Honan  INSURED Tyler Technologies, Inc.  5101 Tennyson Parkway  Plano, TX 75024	1-617-723-7775  CONTACT NAME: Seamus King PHONE (A/C, No, Ext): E-MAIL ADDRESS: sking@hayscompanies.com FAX (A/C, No):	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ATLANTIC SPECIALTY INS CO		27154
INSURER B: TRUMBULL INS CO		27120
INSURER C: Barbican Technology Group - Lloyds #9380		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 43182435 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTLD PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL			711013784-0002	03/01/15	03/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	08WBCS5886	03/01/15	03/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	AGGREGATE 20,000,000
C	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	OCCURENCE 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

### CERTIFICATE HOLDER

County of Okaloosa  
  
 1804 Lewis Turner Blvd. #402  
  
 Ft. Walton Beach, FL 32547  
  
 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

0245

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** ~~4/20/1999~~ 1/26/15

**Contract/Lease Control #:** C99-0245-PII-16

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** EDEN SYSTEMS TYLER TECH Ciri

**Lessor:**

**Effective Date:** 5/3/1999

**Amount:** APPROX \$96,800

**Term/Expires:** INDEFINITE 12/31/15

**Description of Contract/Lease:** SOFTWARE LICENSE AND USER AGREEMENT

**Department Manager:** GROWTH MANAGEMENT

**Department Monitor:** G. MAHLMAN

**Monitor's Telephone #:** 651-7525

**Monitor's Fax #:** 651-7184

**Date Closed:**

12/20/2007 NAME CHANGED TO TYLER TECH, P.O. BOX 678168, DALLAR, TX 75267-8168



0245



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2015

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PRODUCER Hays Companies of New England  133 Federal Street 2nd Floor Boston, MA 02110 Thomas Honan	1-617-723-7775	CONTACT NAME: Seamus King PHONE (A/C, No, Ext): E-MAIL ADDRESS: sking@hayscompanies.com	FAX (A/C, No):
INSURED Tyler Technologies, Inc.  5101 Tennyson Parkway Plano, TX 75024		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ATLANTIC SPECIALTY INS CO	NAIC # 27154
		INSURER B: TRUMBULL INS CO	27120
		INSURER C: Barbican Technology Group - Lloyds #9380	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 43182435 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			711013784-0002	03/01/15	03/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WBCE5886	03/01/15	03/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	AGGREGATE 20,000,000
C	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	OCCURENCE 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance.

### CERTIFICATE HOLDER

County of Okaloosa  
  
1804 Lewis Turner Blvd. #402  
Ft. Walton Beach, FL 32547

USA

### CANCELLATION

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AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 4/20/1999

**Contract/Lease Control #:** C99-0245-P11-16

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** ~~EDEN SYSTEMS~~ TYLER TECH 

**Lessor:**

**Effective Date:** 5/3/1999

**Amount:** APPROX \$96,800

**Term/Expires:** INDEFINITE

**Description of Contract/Lease:** SOFTWARE LICENSE AND USER AGREEMENT

**Department Manager:** GROWTH MANAGEMENT

**Department Monitor:** G. MAHLMAN

**Monitor's Telephone #:** 651-7525

**Monitor's Fax #:** 651-7184

**Date Closed:**

12/20/2007 NAME CHANGED TO TYLER TECH, P.O. BOX 678168, DALLAR, TX 75267-8168





# CONTRACT/LEASE RENEWAL FORM

Date: December 16, 2014

Tyler Technologies, Inc.  
Attn: Abigail Diaz  
One Tyler Dr.  
Yarmouth, ME 04096

RE: Annual Renewal Contract C99-0245-P-11-16

Dear Ms. ~~Greene~~: Diaz

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C99-0245-P-11-16 for an additional term. The contract renewal period will be 1/1/2015 to 12/31/2015. The annual budgeted amount for this contract is \$17,410.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
Signature: [Signature]  
*Ernest L. Rapp*

Contractor: Tyler Technologies, Inc.

Approved By: [Signature]  
(as prescribed below on item 1)  
*John Holstad, County Administrator*

Approved By: [Signature]

Approved By: [Signature]  
(as prescribed below on item 1)  
*Nathan D. Boyles, BCC Chairman*

Title: Associate General Counsel

Date: executed on 1-26-15

Date: 12/22/2014



**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**CONTRACT # C99-0245-GM  
TYLER TECHNOLOGIES  
AUTOMATED PERMIT TRACKING SYSTEM  
EXPIRES: INDEFINITE**



One Cole Haan Drive  
Yarmouth, Maine 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)

May 23, 2013

County of Okaloosa  
302 N Wilson Street  
Suite 203  
Crestview, FL 32536

**CONTRACT # C99-0245-GM  
TYLER TECHNOLOGIES  
AUTOMATED PERMIT TRACKING SYSTEM  
EXPIRES: INDEFINITE**

To Whom It May Concern:

The contract terms on software support and maintenance state that "no increase in the support rate shall be in excess of 10% of the support rate for the prior year". This letter is to verify that support invoice #045-79902 for period 01/1/13-12/31/13 of \$16,330.47 covers an increase of 3.15% over last year's support invoice #045-58321 for period 01/01/12-12/31/12 of \$15,831.77.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorraine Greene", written in a cursive style.

Lorraine Greene  
Senior Credit Specialist

## Jack Allen

---

**From:** Deborah Clabaugh  
**Sent:** Thursday, May 23, 2013 4:08 PM  
**To:** Jack Allen  
**Cc:** Gary Stanford; Jodi Gates; Elliot Kampert  
**Subject:** Tyler Letter  
**Attachments:** MX-2300N\_20130523\_185500.pdf

Jack,

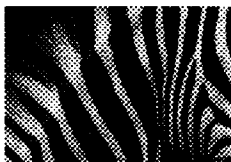
As I understood from Elliot yesterday, it was agreed that with the attached letter from Tyler Tech addressing the 3% increase, Finance will consider making payment for invoice 045-79902 in the amount of \$16,330.47. Contract C99-0245-PII-16

I will resubmit payment request dated 12/31/2012 to Finance with attached letter and hope this resolves the matter.

If more is required to make payment, I will need to be told what specifically that is.

Debbie

*BM*



## Eden Systems, Incorporated Software License and Use Agreement

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the State of Washington and having its principal offices at 5015 Tieton Drive; Suite A; Yakima, Washington 98908, and the County of Okaloosa, (hereinafter "Licensee"), a government organization having its principal offices at 1804 Lewis Turner Blvd., Suite 402, Fort Walton Beach, Florida 32547.

Licensor desires to grant to Licensee, and Licensee desires to acquire from Licensor a non-exclusive right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:

### SECTION 1 - DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

- 1.1 **"Licensed Program."** The computer program designated by Licensor as *InForum Gold™*, *InForum™*, or *Command Series™* including object code, as well as related procedural code, and documentation of any type which describes it.
- 1.2 **"Licensed Documentation."** The system user manuals, and other documentation made available by Licensor, for the Licensed Program.
- 1.3 **"Enhancements."** Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 **"Error."** Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.
- 1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material

conformity of the Licensed Program to the Licensed Documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity.

- 1.6 **"Maintenance Modifications."** Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.
- 1.7 **"Specifications."** The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in Licensed Documentation.
- 1.8 **"Proprietary Information."** Unpublished "know-how" and "trade secrets" which shall include, without limitation, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.
- 1.9 **"Normal Working Hours."** The hours between 5AM and 5PM PST (Pacific Standard Time), on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.
- 1.10 **"Releases."** New versions of the Licensed Program, as specified by Licensor, which new versions may be prompted by Error Corrections and/or Enhancements.
- 1.11 **"Support Agreement Term."** A fiscal year, commencing on January 1 and ending on December 31, during which support and services are provided subject to the terms and conditions set forth in Section 9, *Software Support*.

### SECTION 2 - GRANT OF LICENSE

- 2.1 **Scope of License.** Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

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a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities, for use on a single host system for up to the number of concurrent users specified in this Agreement in Exhibit A1, for the sole and express purpose of supporting the internal business activities of Licensee; and

b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program.

2.2 **Delivery of Materials.** Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.

2.3 **Necessity for Third-party Software.** Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software not provided by Licensor, including, but not limited to, Operating Systems, C-Compilers, ODBC Drivers and TCP/IP. The acquisition of necessary licenses and support for this software shall be the sole responsibility of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

2.4 **Assignment of Rights in Licensee Maintenance Modifications and Enhancements.** All right, title, and interest in all Maintenance Modifications and Enhancements developed by Licensee during the term of this Agreement remains with Licensor. Licensee agrees that such Maintenance Modifications and Enhancements shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor.

2.5 **Availability of Licensor Enhancements.** Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program according to the terms under Section 9.1.b.

2.6 **Licensee Notification and Delivery of Materials.** Licensee shall notify and deliver to Licensor one copy of any Maintenance Modifications and Enhancements developed by Licensee within a reasonable period after development.



### SECTION 3 - TITLE TO MATERIALS

3.1 **Title to Licensed Program and Licensed Documentation.** All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

3.2 **Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, And Distribution.** All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with the Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.



### SECTION 4 - FEES AND PAYMENTS

4.1 **License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as well as other associated costs as further defined in Exhibit A1, attached hereto.

4.2 **Software Support.** Software Support is subject to the terms and conditions of Section 9, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

4.3 **Per Diem.** Estimated travel and out of pocket expenses in Exhibit A include a per diem charge according to the rates listed in Exhibit D - Services, to cover charges for meals, lodging, and car rental expenses associated with the delivery of the Licensed Program.

4.4 **Other Costs.** Other costs, including but not limited to air/train/taxi fare, parking, freight costs, reproduction charges, and other incidental expenses incurred by Licensor on account of this Agreement, shall be billed to the Licensee.

4.5 **Administrative Fee.** Licensor shall have the right to charge Licensee a 5% administrative fee

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for all Per Diem and Other Costs which are over 30 days past due.

**4.6 Payment.** Payment for all fixed fees and charges shall be in accordance with the payment schedule set forth in Exhibit B – Billing/Payment Schedule. Payment for all estimated fees and charges shall be in accordance with the terms and conditions set forth in Exhibits D - Services and E – Committed Modifications.

**4.7 Taxes.** The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.



**SECTION 5 - PROPRIETARY PROTECTION OF MATERIALS**

**5.1 Acknowledgment of Proprietary Materials; Limitations on Use.** Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement. In the event of a public records request for the Licensed Program and Licensed Documentation, Licensee shall promptly provide a copy of such request to Licensor so that it has at least seven business days from Licensor's receipt of such copy in which to seek an order restraining the Licensee from disclosing the Licensed Program and Documentation pursuant to such public records request. If Licensor does not obtain a restraining order within such period of time, Licensee may disclose the Licensed Program and Licensed Documentation pursuant to such public request as Licensee deems appropriate.

**5.2 Secure Handling.** Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from

gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

**5.3 Proprietary Legends.** Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor.

**5.4 Reproduction of Licensed Documentation.** Licensee may reproduce the Licensed Documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

**5.5 Injunctive Relief.** Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate. In the event of such a violation of this Agreement, Licensor shall be entitled, upon application to a court of competent jurisdiction, to a temporary restraining order or preliminary injunction, to restrain and enjoin Licensee from such violation, without prejudice to any other remedies available to Licensor.

**5.6 Technical Protections.** Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

**5.7 Survival of Terms.** The provisions of Sections 5.1 through 5.6 shall survive termination of this Agreement for any reason.



**SECTION 6 - LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY**

**6.1 Limited Warranty Against Infringement.** Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

**6.2 Limited Warranty of Conformity.** Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of

Licensee), but only if Licensee maintains uninterrupted Software Support as described in Section 9. Licensor assumes no responsibility for obsolescence of the Licensed Program nor for lack of conformity occurring from Licensee's failure to update the Licensed Program with distributed Enhancements, Maintenance Modifications, or Error Corrections.

6.3 **Exclusive Remedy.** As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, or (2) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

6.4 **Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE LICENSED PROGRAM OR LICENSED DOCUMENTATION OR TO ANY OTHER MATERIALS FURNISHED OR PROVIDED TO LICENSEE HEREUNDER. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF.

6.5 **Limitation of Liability.** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS IN THE UNITED STATES IN COPYRIGHT, TRADE SECRET, OR PATENT, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DEMAND, OR ACTION.

6.6 **Licensee Indemnification.** Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss or action (1) resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2) alleging that any Maintenance

Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

6.7 **Licensor Indemnification.** Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

6.8 **Survival of Terms.** The provisions of Sections 6.1 through 6.7 shall survive termination of this Agreement.



**SECTION 7 - TERM AND TERMINATION**

7.1 **Term.** This Agreement shall commence on the date and year contained herein and shall continue until terminated in accordance with the terms thereof.

7.2 **Termination by Either Party.** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

7.3 **Actions Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements.



**SECTION 8 - MISCELLANEOUS**

8.1 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. In the event of any conflict in the terms and conditions of this Agreement, the documents shall control in the following order:

- a. This Software License and Use Agreement;
- b. Licensor's Response to Licensee's

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Request for Proposal, if applicable;

- c. Licensee's Request for Proposal, if applicable.

8.2 **No Assignment.** Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

8.3 **Force Majeure.** Excepting provisions of this Agreement relating to payment of license fees, and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

8.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue will be deemed appropriate in the county of Yakima, Washington.

8.5 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

8.6 **Notice.** Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to other party.

8.7 **Acceptance Testing.** Within ten (10) business days of Licensor's notification to Licensee that the Licensed Program or portion thereof is installed and the applicable training administered, Licensee shall begin performance of Acceptance Testing, for the sole and express purpose of determining whether the Licensed Program operates as described in the Licensed Documentation.

8.8 **Failure of Acceptance Testing, Retesting.** If the parties agree that the Licensed Program does not successfully pass Acceptance Testing, the Licensee shall notify Licensor in writing ("first notice of failure") and shall specify with as much detail as possible in which respects the Licensed Program failed to pass the Acceptance Testing. Licensor shall make such necessary corrections and modifications in the Licensed Program to establish a reasonable basis for additional

Acceptance Testing within a period of thirty (30) days from the first notice of failure. Licensor shall notify Licensee when such retesting can begin and the Licensee shall complete Acceptance Testing within a period of ten (10) business days from the date of notification. If the parties agree that the Licensed Program continues to fail Acceptance Testing, the Licensee shall notify Licensor in writing of the Licensee's intention to terminate and if the Licensor fails to remedy the defect within (60) days of receipt of said notification, the Licensee has the right, at its option, to terminate the Agreement by giving written notice of such termination to the Licensor.

Upon the Licensee's termination of this Agreement due to failure of the second Acceptance Test, the Licensee shall promptly return the Licensed Program and documentation and all related materials to the Licensor.

8.9 **Acts of Insolvency.** The Licensee may terminate this Agreement by written notice to the Licensor if the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

8.10 **Insurance.** During the term of this Agreement, Licensor shall maintain an appropriate level of insurance against all personal and property damage caused by Licensor's employees while on Licensee's premises and shall exhibit certificates of evidence of such insurance upon request by Licensee.

8.11 **Equal Opportunity Employer.** Licensor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement.



## SECTION 9 - SOFTWARE SUPPORT

9.1 **Scope of Service.** Licensor shall render support and services during Normal Working Hours for the following:

- a. **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential error condition or abnormal termination of a program, or request



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for minor assistance related to the Licensed Program;

- b. **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Licensor. Such provision shall not preclude Licensor from providing other Enhancements of the Licensed Program for license fees, training charges, and other related service fees and charges.
- c. **VCS (Version Control System) Maintenance** - Library of Licensed Program for Licensee complete with modifications authorized by Licensee, performed by Licensor, and delivered to Licensee site for use.
- d. **Software Warranty** - If Licensee obtains Software Support from Licensor, and such Software Support is in effect without interruption from inception of this Agreement, then Licensor will warrant the Licensed Program to be free of errors for the life of this Agreement.

9.2 **Fees and Charges.** Licensee shall pay Licensor annual support charges based on an annual rate determined by Licensor at the beginning of each Support Agreement Term. Such annual rate shall be multiplied times the amounts shown in Exhibit A under the column headed "License Fee (Support Basis)" for each covered product. No increase in the support rate shall be in excess of 10% of the support rate for the prior year. All annual support charges are due and payable on or before the 1<sup>st</sup> working day of each Support Agreement Term. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

9.3 **Licensee Responsibilities.** Licensee shall be responsible for the procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

9.4 **Proprietary Rights.** To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install one copy of the

Licensed Program, in the most current form provided by Licensor, in Licensee's own facility; and (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

9.5 **Disclaimer of Warranty and Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.6 **Termination of Support.** Support may be terminated as follows:

- a. Upon the termination of the License Agreement; or
- b. Upon notification by either party to the other, at the beginning of any Support Agreement Term;
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

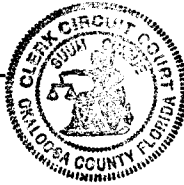
**[Licensee]**  
OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: *Dennis D. Nicholson*  
Mr. Dennis D. Nicholson, Chairman



Date: April 20, 1999

By: *Amy J. Stanford*  
Clerk



Date:

**[Licensor] Eden Systems, Inc.**  
By: Christopher Salts

Signature: *Christopher Salts*

Title: Contract Administrator

Date: 5/3/99

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**Eden Systems , Inc.  
Software License and Use Agreement  
Exhibits Section**

- Exhibit A1 – Eden Systems Deliverables**
- Exhibit A2 – Third Party Deliverables**
- Exhibit B – Billing/Payment Schedule**
- Exhibit C – Third Party Products, Tools**
- Exhibit D – Services**
- Exhibit E – Committed Modifications**
- Exhibit F – ESRI Products and Services**

**Exhibit A1**  
**Eden Systems Deliverables**  
**20 Concurrent Users**

The following items are products and services delivered and to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the "License Fee (Support Basis) column only. All support and maintenance for other items priced under the column "Misc. Services Third Party" must be obtained by Licensee directly from the original manufacturer or supplier.

<b>Products, Services and Equipment</b>	<b>Base License Fee</b>	<b>Service Trips</b>	<b>Service Days</b>	<b>Services Cost</b>	<b>3<sup>rd</sup> Party Products &amp; Services</b>	<b>Total</b>
<b>Eden - Products:</b>						
Parcel Manager, Permits & Inspections	\$30,000.00	5	15	\$20,000.00		\$50,000.00
<b>Eden - Other Services:</b>						
System Setup		1	3	\$4,000.00		\$4,000.00
Data File Conversion Services- Estimate				\$10,000.00		\$10,000.00
<b>Equipment, Third-Party Applications, Database Software, Tools:</b>						
Consulting for Custom Report Forms					\$7,000.00	\$7,000.00
ESRI's Map Objects Runtimes for 15 Users					\$1,500.00	\$1,500.00
Five Crystal Report Writers		1	2	\$4,000.00	\$2,500.00	\$6,500.00
Eden Data Dictionaries	\$1,300.00					\$1,300.00
<b>Other:</b>						
Travel, Expenses - Estimate					\$16,500.00	\$16,500.00
<b>Total</b>	<b>\$31,300.00</b>	<b>7</b>	<b>20</b>	<b>\$38,000.00</b>	<b>\$27,500.00</b>	<b>\$96,800.00</b>

**Exhibit A1**  
**Eden Systems Deliverables (Optional)**  
**20 Concurrent Users**

The following items are products and services delivered and to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the "License Fee (Support Basis) column only. All support and maintenance for other items priced under the column "Misc. Services Third Party" must be obtained by Licensee directly from the original manufacturer or supplier.

<b>Products, Services and Equipment</b>	<b>Base License Fee</b>	<b>Service Trips</b>	<b>Service Days</b>	<b>Services Cost</b>	<b>3<sup>rd</sup> Party Products &amp; Services</b>	<b>Total</b>
<b>Services:</b>						
Interface & Services for IVRS from Selectron	<b>\$10,000.00</b>					<b>\$10,000.00</b>
Internet Query and Input Capability	<b>\$10,000.00</b>					<b>\$10,000.00</b>
<b>Other:</b>						
Travel, Expenses					<b>\$3,300.00</b>	<b>\$3,300.00</b>
<b>Total</b>	<b>\$20,000.00</b>				<b>\$3,300.00</b>	<b>\$23,300.00</b>

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**Exhibit A2**  
**Third Party Deliverables (Memo Only)**

All following products are to be obtained by Licensee directly from the third party listed and any reference to any such third party in this Agreement shall not constitute a commitment on the part of Licensor to indemnify or protect the Licensee in any way related to such third party product or service.

Products
<b>Products:</b>
IVRS (From Selectron)
<b>Total</b>

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**Exhibit B  
BILLING/PAYMENT SCHEDULE**

<b>Product/Service</b>	<b>On Execution</b>	<b>As Delivered Onsite</b>	<b>As Progress Occurs</b>	<b>Total</b>
Parcel Manager, Permits & Inspections	\$15,000.00	\$15,000.00		\$30,000.00
System Setup			\$4,000.00	\$4,000.00
Data File Conversion Services- <b>Estimate</b>			\$10,000.00	\$10,000.00
Consulting for Custom Report Forms	\$7,000.00			\$7,000.00
ESRI's Map Objects Runtimes for 15 Users	\$1,500.00			\$1,500.00
Five Crystal Report Writers	\$6,500.00			\$6,500.00
Eden Data Dictionaries	\$1,300.00			\$1,300.00
Interface & Services for IVRS from Selectron - <b>Optional</b>			\$10,000.00	\$10,000.00
Internet Query and Input Capability - <b>Optional</b>			\$10,000.00	\$10,000.00
Travel, Expenses - <b>Optional</b>			\$3,300.00	\$3,300.00
Services (Training/Setup)			\$20,000.00	\$20,000.00
Travel, Expenses - <b>Estimate</b>			\$16,500.00	\$16,500.00
<b>Totals</b>	<b>\$ 31,300.00</b>	<b>\$15,000.00</b>	<b>\$ 46,800.00</b>	<b>\$ 120,100.00</b>

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**Exhibit C**  
**DATABASE SOFTWARE, TOOLS**  
 (Not Included)

<b>Product/Service</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
<b>Total</b>			

*Sam*



**Exhibit D  
SERVICES**

**Modifications, Consulting/Management, Travel, Expenses** - The cost to provide modifications identified in this Agreement, is an estimate only, and both parties acknowledge that Licensee will pay Licensor for actual work performed to produce such modifications.

Any changes in the original definition of the defined deliverable identified herein will be incorporated through the use of an Authorization For Professional Services (AFPS) issued at the sole option of Licensor to Licensee, identifying such additional cost estimates to effect such change.

Consulting and management fees shown in this Agreement cover the cost of providing general setup and application consulting, project management and coordination.

Travel and expenses shown in this Agreement are estimates only. Licensee will reimburse Licensor within 15 days for all such charges.

**Onsite Services**

**Training, Installation, and Setup** - All training is to be administered in either a)'train the trainer' fashion; or b)seminar or 'group' fashion; to maximize the usefulness of time and resources. The training costs herein assume that training is to be provided on-site in the Licensee's offices and that the Licensee can provide suitable training room facilities and make Licensee's personnel available on the dates and times agreed to by the parties.

Charges relating to installation and setup are due and payable in full upon acceptance by Licensee.

Charges related to training are due and payable in full upon execution of this Agreement. Written acknowledgment of acceptance by Licensee, or full payment by Licensee of the license fee for any module listed in Exhibit A, shall constitute full satisfaction of the commitment for related services under this Agreement.

Additional training not covered in this Agreement shall be contracted through an Authorization For Professional Services (AFPS) and shall require authorization from Licensee. Such AFPS shall denote the number of service hours required and shall be provided at Licensor's then-going hourly rate for such services.

Licensee is responsible for all shipping and related costs incurred on its behalf under this Agreement, including but not limited to all necessary operating software, equipment and related tools.

In order to provide onsite services of any kind, Licensor must schedule visits in advance. If the scheduled visit is canceled by the Licensee for any reason without first having given Licensor a minimum of two weeks advance notice of such cancellation, the Licensor may charge the Licensee for all costs related to that scheduled visit and shall dissolve the commitment to perform the services scheduled for that visit.

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**Data File Conversion Services** – Charges related to data file conversion found in this Agreement are estimates only. Licensor will charge for any and all such activities relating to conversion efforts.

It is the responsibility of the Licensee to present all data in a standard magnetic form and format prescribed by Licensor, which is to be compatible with Licensor's standard conversion programs and database setup.

Data conversion will consist of one or more passes of data in which the magnetic data presented by Licensee is passed through the Licensor's conversion program and written out in the data formats acceptable to the Licensed Program.

It is the Licensee's sole and complete responsibility to ensure that the data presented to the Licensor's conversion program is complete and accurate, and any cost for services, third-party and other related costs associated with data conversion shall be borne by the Licensee.

Should Licensee be unable, for any reason, to provide data in EDEN's prescribed formats, Licensee may request assistance from EDEN in extracting legacy data and formatting it according to EDEN standards. Such services will be billed to Licensee according to EDEN's then standard hourly rate.

If the Licensee can guarantee legal and technical access to properly documented information subject to data conversion, the Licensor will manage and perform the entire data conversion function in exchange for additional fees and charges. If such a "start-to-finish" approach is provided herein, Exhibit A will denote such action as "Start-to-Finish" conversion, otherwise the above requirements are applicable.

The following table indicates the ESTIMATED number of hours and costs associated with each application listed:

<b>Application Module</b>	<b>Hours Estimate</b>	<b>Cost Estimate</b>
Parcel Manager, Permits & Inspections	80	\$10,000.00
<b>Total Estimate</b>	<b>80</b>	<b>\$10,000.00</b>

**Service Rates**

The following hourly rates apply to services included in this Agreement and are not to be interpreted as a commitment to perform any future such services, not covered under this Agreement, for said rates.

<b>Service Type</b>	<b>Hourly Rate</b>
Requested Modifications	\$125.00
Consulting/Management	\$125.00
Training	\$125.00
Installation and Setup	\$125.00
Data File Conversion	\$125.00

**Authorized Sub-Agencies.** The following are considered authorized Sub-agencies of this Agreement and Licensee is authorized to use the Licensed Program and Licensed Documentation on Licensee's premises for the purpose of supporting the internal business practices of only those agencies named herein as Sub-agencies and no other right or use if permitted under this Agreement.

<b>Authorized Sub-Agencies</b>
No Authorized Sub-Agencies

*EM*

**Exhibit E**  
**COMMITTED MODIFICATIONS**

Licensor agrees to provide the modifications to the Licensed Program as further described below.

Item Description
1) The capability to track contractor's birthdays.
2) The following status codes:
<b>A – Active</b> , The contractor has renewed in the designated renewal year.
<b>I – Inactive</b> , Contractor has not renewed in 1 year, has not paid fax bill, or require additional information before they can become active. (Information is typed in the comment screen of why they are inactive).
<b>R – Retired</b> , The contractor is in a retired status for 5 consecutive years and they are only required to pay a fee to keep their license retired. (They do not have any permitting privileges and have to provide – insurance, occupational license.
<b>P – Purged</b> , The contractor has not renewed within a period of 2 years. Note if a contractor has taken a Block & Associates exam or is State Certified they can pay all back/current fees and have their license reinstated. Grandfathered are not allowed to reinstate their license.

*Exhibit F*  
*ESRI Products and Services*

Licensee understands and accepts that the following terms and conditions are required in order for Licensee to use applications created using MapObjects, or other ESRI products:

- 1) Reverse engineering, copying (other than a backup copy), or transfer or assignment of rights to use as well as the right to access source code is prohibited.
- 2) Any use other than as specifically granted herein is prohibited.
- 3) Licensee shall use all practical means, contractual and technical, to prevent any in-house or commercial user (including network users) from using any portions of MapObjects, and any extension thereof, separately from Licensor's Licensed Program.
- 4) ESRI and/or its suppliers may enforce their intellectual property rights through injunctive relief and other remedies in law or equity. All copyright, government notices, trademarks, or other intellectual property notices noted under "Copyright, ESRI Trademark Name, and Government Use Notice" shall be included unmodified in the Application's online help or Readme file and documentation.

**Copyright and U.S. Government Use Notice:** MapObjects is copyrighted by Environmental Systems Research Institute, Inc. All rights not specifically granted in this Agreement are reserved to ESRI or its suppliers.

Portions of this computer program are owned by ESRI, Copyright 1999 Environmental Systems Research Institute, Inc. All Rights Reserved.

Any software, documentation, and/or data delivered hereunder is subject to the terms of the License Agreement. In no event shall the U.S. Government acquire greater than RESTRICTED/LIMITED RIGHTS. At a minimum, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 52.227-14 Alternates I, II, and III (JUN 1987); FAR 52.227-19 (JUN 1987) and/or FAR 12.211/12.212 (Commercial Technical Data/Computer Software); and DFARS 252.227-7015 (NOV 1995) (Technical Data) and/or DFARS 227.7202 (Computer Software), as applicable. Contractor/Manufacturer is Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373-8100 USA.



## Eden Systems Incorporated Software License and Use Agreement

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the State of Washington and having its principal offices at 1100 Oakesdale Avenue SW, Renton, Washington, 98055, and the **Okaloosa County, Florida**, (hereinafter "Licensee"), a government organization having its principal offices at 311 West Main Street, Room B-102, Bozeman, Montana, 59715.

Licensor desires to grant to Licensee, and Licensee desires to acquire from Licensor a non-exclusive, non-transferable right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:

### SECTION 1 - DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

**1.1 "Licensed Program."** The computer program specifically identified within the Exhibits herein as applications within the *InForum Gold* product line, including object code, as well as related procedural code, and documentation of any type which describes it.

**1.2 "Licensed Documentation."** The system and other documentation made available by Licensor, for the Licensed Program.

**1.3 "Enhancements."** Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.

**1.4 "Error."** Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.

**1.5 "Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the Licensed Documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity.

**1.6 "Maintenance Modifications."** Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.

**1.7 "Specifications."** The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in Licensed Documentation.

**1.8 "Proprietary Information."** Unpublished "know-how" and "trade secrets" which shall include, without limitation, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

**1.9 "Normal Working Hours."** The hours between 5AM and 5PM Pacific Time, on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.

**1.10 "Releases."** New versions of the Licensed Program, as specified by Licensor, which new versions may be prompted by Error Corrections and/or Enhancements.

**1.11 "Support Agreement Term."** A fiscal year, commencing on January 1 and ending on December 31, during which support and services are provided subject to the terms and conditions set forth in Section 9, *Software Support*.

## SECTION 2 - GRANT OF LICENSE

**2.1 Scope of License.** Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities, for up to the number of concurrent users specified in this Agreement in Exhibit A, for the sole and express purpose of supporting the internal business activities of Licensee; and
- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program.

**2.2 Delivery of Materials.** Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.

**2.3 Minimum Hardware and Software Requirements.** Licensee acknowledges that in order to be executed, Licensee's computers must meet or exceed the minimum published hardware, software and communication requirements for the Licensed Program. Licensee agrees such requirements are subject to change, and that future versions of the Licensed Program may have different hardware and software requirements than those presently in effect. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

**2.4 Necessity for Third-party Software.** Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software not provided by Licensor. The acquisition of necessary licenses and support for this software shall be the sole responsibility of Licensee. Licensor will provide specifications for this third-party software upon request of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

**2.5 Assignment of Rights in Licensee Maintenance Modifications and Enhancements.** All right, title, and interest in all Maintenance Modifications and Enhancements developed by Licensee during the term of this Agreement remains with Licensor. Licensee agrees that such Maintenance Modifications and Enhancements shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor.

**2.6 Availability of Licensor Enhancements.** Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program according to the terms under Section 9.1.b.

**2.7 Licensee Notification and Delivery of Materials.** Licensee shall notify and deliver to Licensor one copy of any Maintenance Modifications and Enhancements developed by Licensee within a reasonable period after development.

## SECTION 3 - TITLE TO MATERIALS

**3.1 Title to Licensed Program and Licensed Documentation.** All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

**3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, and Distribution.** All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with the Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.

## SECTION 4 - FEES AND PAYMENTS

**4.1 License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as well as other associated costs as further defined in Exhibit A, attached hereto.

**4.2 Software Support.** Software Support is subject to the terms and conditions of Section 9, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

**4.3 Per Diem.** Charges for meals and incidental expenses associated with the delivery of the Licensed Program will be charged on a per diem basis. The rate for such per diem shall be the maximum meals and incidental

expenses allowed for Licensee's locality as specified in 41 CFR Section 301 Appendix A of the code of Federal Regulations.

**4.4 Other Costs.** Other costs, including but not limited to air/train/taxi fare, charges for reasonable and normal travel time to and from the Licensee site, parking, freight costs, reproduction charges, and other incidental expenses incurred by Licensor on account of this Agreement, shall be billed to the Licensee.

**4.5 Administrative Fee.** Licensor shall have the right to charge Licensee a monthly administrative fee of 1% or \$5.00 (whichever is greater) for all undisputed invoices which are over 30 days past due.

**4.6 Payment.** Payment for all fixed fees and charges shall be in accordance with the payment schedule set forth in Exhibit B – Billing/Payment Schedule. Payment for all estimated fees and charges shall be in accordance with the terms and conditions set forth in Exhibits D - Services and E – Committed Modifications.

**4.7 Taxes.** The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.

## SECTION 5 - PROPRIETARY PROTECTION OF MATERIALS

**5.1 Acknowledgment of Proprietary Materials; Limitations on Use.** Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement. In the event of a public records request for the Licensed Program and Licensed Documentation, Licensee shall promptly provide a copy of such request to Licensor so that it has at least seven business days from Licensor's receipt of such copy in which to seek an order restraining the Licensee from disclosing the Licensed Program and Documentation pursuant to such public records request. If Licensor does not obtain a restraining order within such period of time, Licensee may disclose the Licensed Program and Licensed Documentation pursuant to such public request as Licensee deems appropriate.

**5.2 Secure Handling.** Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

**5.3 Proprietary Legends.** Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor.

**5.4 Reproduction of Licensed Documentation.** Licensee may reproduce the Licensed Documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

**5.5 Injunctive Relief.** Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate. In the event of such a violation of this Agreement. Licensor shall be entitled, upon application to a court of competent jurisdiction, to a temporary restraining order or preliminary injunction, to restrain and enjoin Licensee from such violation, without prejudice to any other remedies available to Licensor.

**5.6 Technical Protections.** Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

**5.7 Survival of Terms.** The provisions of Sections 5.1 through 5.6 shall survive termination of this Agreement for any reason.

## SECTION 6 - LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

**6.1 Limited Warranty Against Infringement.** Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

**6.2 Limited Warranty of Conformity.** Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of Licensee), but only if Licensee maintains uninterrupted Software Support as described in Section 9. Licensor assumes no responsibility for obsolescence



of the Licensed Program or for lack of conformity occurring from Licensee's failure to update the Licensed Program with distributed Enhancements, Maintenance Modifications, or Error Corrections.

**6.3 Exclusive Remedy.** As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, or (2) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

**6.4 Disclaimer.** Except as specifically set forth herein, Licensor makes no warranties, whether expressed or implied, regarding or relating to the Licensed Program or Licensed Documentation or to any other materials furnished or provided to Licensee hereunder. Licensor specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to said materials of the use thereof.

**6.5 Limitation of Liability.** Except with respect to liability arising from claims of infringement of third-party rights in the United States in copyright, trade secret, or patent, in no event shall Licensor be liable under any claim, demand, or action arising out of or relating to its performance or lack thereof under this Agreement for any special, indirect, exemplary, or consequential damages, whether or not Licensor has been advised of the possibility of such claim, demand, or action.

**6.6 Licensee Indemnification.** Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss or action (1) resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2) alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

**6.7 Licensor Indemnification.** Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

**6.8 New Platform Protection.** As long as Licensee maintains a continuous software support agreement with Licensor for each of the modules included herein, Licensee shall have the right to transfer the licenses for any and all modules to any new hardware/platform environment (hardware and system software as defined herein) then currently marketed and supported by Licensor. Licensee agrees to pay for any services and out-of-pocket costs associated with the migration to the new platform. The service costs will be billed at a rate not to exceed costs charged to other clients for similar tasks.

**6.9 Bankruptcy/Support Cessation.** The term "default" as used in this Agreement(s) shall include the institution of proceedings by or against Licensor under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors. Licensee rights to a complete and documented copy of all related source code, with the exception of source code for the Cashiering Module or any third-party products, corresponding to the then-current released version of the Licensed Program as operated by Licensee (for internal use only and not for resale) shall precede any bankruptcy proceedings and stand before any trustee's claims for the benefit of creditors. In the event that Licensor ceases to provide support for Licensed Program, Licensee shall have the same rights as if Licensor had declared bankruptcy.

**6.10 Survival of Terms.** The provisions of Sections 6.1 through 6.7 shall survive termination of this Agreement.

## SECTION 7 - TERM AND TERMINATION

**7.1 Term.** This Agreement shall commence on the date and year contained herein and shall continue until terminated in accordance with the terms thereof.

**7.2 Termination by Either Party.** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

**7.3 Actions Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

## SECTION 8 - MISCELLANEOUS

**8.1 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. In

the event of any conflict in the terms and conditions of this Agreement, the documents shall control in the following order:

- a. This Software License and Use Agreement;
- b. Licensor's Response to Licensee's Request for Proposal, if applicable;
- c. Licensee's Request for Proposal, if applicable.

**8.2 No Assignment.** Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

**8.3 Force Majeure.** Excepting provisions of this Agreement relating to payment of license fees, and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

**8.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions shall be in a court of competent jurisdiction in the State of Florida.

**8.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

**8.6 Notice.** Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to other party.

**8.7 Acceptance Testing.** Within twenty (20) business days of Licensor's notification to Licensee that the Licensed Program or portion thereof is installed and the applicable training administered, Licensee shall begin performance of Acceptance Testing, for the sole and express purpose of determining whether the Licensed Program operates as described in the Licensed Documentation. Licensee must complete such Acceptance Testing within sixty (60) days of commencement of testing. If the Licensee uses the Licensed Program for productive purposes, the Licensed Program shall be deemed to be accepted under the provisions of this Agreement. The passage of the sixty (60) day testing period without official written notification from Licensee to Licensor that module of Licensed Program has failed Acceptance Testing indicates that the module is accepted and that any portion of the license fees attached to Licensed Program's acceptance are due and payable. Such Acceptance shall not be unreasonably withheld. The sole reason for non-acceptance shall be the non-conformity of the Licensed Program to Licensor's Response to Licensee's Request for Proposal.

**8.8 Failure of Acceptance Testing, Retesting.** If the Licensee demonstrates that the Licensed Program does not successfully pass Acceptance Testing, the Licensee shall notify Licensor in writing ("first notice of failure") and shall specify with as much detail as possible in which respects the Licensed Program failed to pass the Acceptance Testing. Licensor shall make such necessary corrections and modifications in the Licensed Program to establish a reasonable basis for additional Acceptance Testing within a period of thirty (30) days from the first notice of failure. Licensor shall notify Licensee when such retesting can begin and the Licensee shall complete Acceptance Testing within a period of ten (10) business days from the date of notification. If the parties agree that the Licensed Program continues to fail Acceptance Testing, the Licensee shall notify Licensor in writing of the Licensee's intention to terminate and if the Licensor fails to remedy the defect within (60) days of receipt of said notification, the Licensee has the right, at its option, to terminate the Agreement by giving written notice of such termination to the Licensor.

Upon the Licensee's termination of this Agreement due to failure of the second Acceptance Test, the Licensee shall promptly return the Licensed Program and documentation and all related materials to the Licensor.

**8.9 Acts of Insolvency.** The Licensee may terminate this Agreement by written notice to the Licensor if the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

**8.10 Insurance.** During the term of this Agreement, Licensor shall maintain an appropriate level of insurance against all personal and property damage caused by Licensor's employees while on Licensee's premises and shall exhibit certificates of evidence of such insurance upon request by Licensee. A copy of that certificate is attached to this agreement.

**8.11 Equal Opportunity Employer.** Licensor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement.

**8.12 Source Code.** Licensor agrees to provide Licensee with the source code to the then-current version of the Licensed Program annually upon Licensee's request. Licensor does not have access to and, therefore, cannot provide source code for the Cashiering Module or any third-party products.

**8.13 Cooperative Purchasing.** Other municipal agencies in the same state may acquire the software products and services described in this contract under terms equivalent to this contract; provided that if a municipality requests additional user, equipment, or service units, Licensor may adjust the price by the per unit or per service rate provided in this contract. The provisions of this paragraph (8.13) shall terminate one year from the last execution date on this agreement.

**8.14 Agreement Not to Hire.** Neither party shall, directly or through one or more subsidiaries or other controlled entities, actively recruit any programmer, trainer, or member of a data processing, Licensee support or implementation team of the other at any time when such person is employed or engaged by such party or during the twelve (12) months after such employment or engagement ends. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

## SECTION 9 - SOFTWARE SUPPORT

**9.1 Scope of Service.** Licensor shall render support and services during Normal Working Hours for the following:

- a. **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential error condition or abnormal termination of a program, or request for minor assistance related to the Licensed Program;
- b. **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Licensor. Such provision shall not preclude Licensor from providing other Enhancements of the Licensed Program for license fees, training charges, and other related service fees and charges.
- c. **Source Code Maintenance** - Library of Licensed Program maintained by Licensor for Licensee complete with modifications authorized by Licensee and performed by Licensor. This provision does not apply to the Cashiering Module or to third-party products.
- d. **Software Warranty** - If Licensee obtains Software Support from Licensor, and such Software Support is in effect without interruption from inception of this Agreement, then Licensor will warrant the Licensed Program to be free of errors for the life of this Agreement.

**9.2 Fees and Charges.** Licensee shall pay Licensor annual support charges based on an annual rate determined by Licensor at the beginning of each Support Agreement Term. Such annual rate shall be multiplied times the amounts shown in Exhibit A under the column headed "License Fee (Support Basis)" for each covered product. No increase in the support rate shall be in excess of 10% of the support rate for the prior year. All annual support charges are due and payable on or before the 1<sup>st</sup> working day of each Support Agreement Term. For those modules installed part way through a calendar year, the software support amounts will be pro-rated from the onset of training for the module until the end of the calendar year in which training begins. The initial annual support rate shall be 18% of the license fees for each module. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

**9.3 Licensee Responsibilities.** Licensee shall be responsible for the procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

**9.4 Proprietary Rights.** To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install copies of the Licensed Program adequate to serve the concurrent users specified in this Agreement in Exhibit A, in the most current form provided by Licensor, in Licensee's own facility; and (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

**9.5 Disclaimer of Warranty and Limitation of Liability.** Except as expressly set forth herein, Licensor expressly disclaims any and all warranties concerning the system or the services to be rendered hereunder,

whether expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

**9.6 Termination of Support.** Support for all Modules except Cashiering may be terminated as follows:

- a. Upon the termination of the License Agreement; or
- b. Upon notification by either party to the other, at the beginning of any Support Agreement Term;
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

**9.7 Support for Cashiering Module.** The Cashiering Module requires annual software support for continued operation. If Licensee terminates support for this Module, the Module will automatically become disabled at the end of the Support Agreement Term.

## Authorized Signatures

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

[Licensee]

By:

Signature:

Title:

Date:

[Licensor] Eden Systems, Inc.

By: Ed Torkelson

Signature:

Title: President

Date:



10-8-03

**Eden Systems, Inc.  
Software License and Use Agreement  
Exhibits Section**

- Exhibit A – Eden Systems Deliverables**
- Exhibit B – Billing/Payment Schedule**
- Exhibit C – Required Third Party Products,  
Minimum Hardware Requirements  
Communication and Connectivity Requirements**
- Exhibit D – Services & Authorized Sub-agencies**
- Exhibit E – Committed Modifications & Standard Forms Customization**
- Exhibit F – Licensor-supplied Third-party Products**
- Exhibit G – ESRI Products and Services**
- Exhibit H – Firstlogic Products and Services**
- Exhibit I – CORE Business Technologies Cashiering Products and Services**

**Exhibit A - Eden Systems Deliverables**

Okaloosa County, Florida

Acquisition of Additional 5 Concurrent Users (new total is 25 concurrent users)

Products, Service & Equipment	License Fee (Support Basis)	License Fee (No Support)	Discount Amount	Net License Fee	On-Site Trips	Train & Install Days	Data Conv. Days	Proj Mgmt Days	Other Days	Total Service Cost	Expenses & Taxes	Total Cost
<b>Database, Tools, Setup</b>	\$	\$	\$	\$						\$	\$	\$
System Administration				-								-
Database Setup				-								-
Hardware, O/S Setup				-								-
Crystal Reports				-								-
				-								-
				-								-
<b>Supported Applications</b>				-								-
Financial Products				-								-
Core Financial Module				-								-
G/L, A/P				-								-
Purchasing				-								-
Requisitioning				-								-
Budget Preparation				-								-
Accounts Receivable				-								-
Project Accounting				-								-
Fixed Assets				-								-
Inventory Control				-								-
				-								-
<b>Payroll Products</b>				-								-
Payroll				-								-
Position Budgeting				-								-
Human Resources				-								-
				-								-
<b>GIS Products</b>				-								-
Parcel Manager				-								-
Permits & Inspections				-								-
Utility Billing				-								-
Business Licensing				-								-
				-								-
<b>Other Products &amp; Services</b>				-								-
Eden Menus				-								-
Data Dictionaries				-								-
C/R Interface				-								-
UB Hand Held Interface				-								-
Standard Forms Creation				-								-
Additional User License (6 Additional)	7,500.00			7,500.00								7,500.00
				-								-
Sales Tax				-								-
<b>Totals</b>	\$ 7,500	\$ -	\$ -	\$ 7,500	-	-	-	-	-	\$ -	\$ -	\$ 7,500.00



**Notes to Exhibit A – Okaloosa County, Florida  
Eden Systems Deliverables  
Acquisition of 5 Additional Concurrent-user Licenses  
(For a total of 25 concurrent users)**

The items in Exhibit A are products and services delivered to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the “License Fee (Support Basis)” column only. All support and maintenance for other items priced under the column “License Fee (No Support)” must be obtained by Licensee directly from the original manufacturer or supplier.

**Exhibit B - Payment Schedule**  
**Okaloosa County, Florida**  
**Acquisition of Additional 5 Concurrent Users (new total is 25 concurrent users)**

<b>Product, Service, Equipment</b>	<b>On Execution</b>	<b>On Delivery</b>	<b>As Accepted</b>	<b>As Progress Occurs</b>	<b>Totals</b>
	\$ -	\$ -	\$ -	\$ -	\$ -
License Fees		7,500.00			7,500.00
Training & Installation					-
Data Conversion					-
Project Management					-
Forms Customization					-
Additional Implementation Services					-
Undesignated Programming Services					-
Third-party Products					-
Expenses - (Estimated)					-
Sales Tax					-
<b>Totals</b>	<b>\$ -</b>	<b>\$ 7,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,500.00</b>

**Exhibit C**  
**Required Third-Party Software and Tools<sup>1</sup>**

**Workstation Software<sup>2</sup>**

- Microsoft Windows XP Professional
- Microsoft Windows 2000 Professional
- Microsoft Windows NT Workstation 4.0 (SP6)
- Microsoft Data Access Components (MDAC) 2.5 or higher

**Database Server Operating System**

- Microsoft Windows 2000 Server
- Microsoft Windows NT Server 4.0 (SP6)
- UNIX

**Database Software**

- Microsoft SQL Server 2000
- Microsoft SQL Server 7.0
- Informix v7.31
- Oracle 8i Release 2, 9i

**Application Server (If Applicable)**

- Microsoft Windows 2000 Server
- Microsoft Windows NT Server 4.0 (SP6)

**Web Server (If Applicable)**

- Microsoft Windows 2000 Server
- Microsoft Windows NT Server 4.0 (SP6)
- Microsoft Internet Information Server (IIS) 4.x or higher

<sup>1</sup> These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

<sup>2</sup> Although some processes will perform acceptably under Windows 95 or Windows 98, we strongly suggest that each client workstation utilize Windows NT Workstation 4.0, Windows 2000 Professional, or Windows XP Professional.

\* Eden Systems strongly recommends installing the latest service packs on all operating system and database software packages.

**Exhibit C**  
**(Page 2)**  
**Minimum Hardware Requirements<sup>1</sup>**

**Current Minimum Hardware Configuration**

- CPU Pentium III 450 MHz
- RAM 256 MB
- Hard Drive 2 GB
- Storage Space 500 MB of free space
- CD-ROM Any
- Video XGA, 1024x768, 16-bit Color
- Network Card 100Mbps (100BaseT), Half Duplex
- Network Protocol TCP/IP

**Current Minimum Hardware Configuration – Server<sup>2</sup>**

- CPU Dual-processor, Pentium III 1 GHz
- RAM 512 MB ECC
- Storage Controller RAID controller card for RAID-1 or RAID-5
- Hard Drives SCSI 2, 7200 RPM
- Storage Space 4-6 GB free space depending on data volume
- CD-ROM Any
- Video Any
- Network Card 100Mbps, Full Duplex
- Network Protocol TCP/IP
- Power Redundant power supplies + a UPS
- Tape Backup Local or network based; AIT, DDS, DLT, LTO, Mammoth etc.

1 These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

2 These items will be supplied by Licensor only if they are included in Exhibits A, B, and F. In all other cases, it is the responsibility of the Licensee to ensure that these products are acquired and ready for use at the beginning of Licensor's installation process.

**Exhibit C**  
**(Page 3)**  
**Communication and Connectivity Requirements**

The following are the current Communication and Connectivity Requirements<sup>1</sup>

- High-speed (128Kbps or higher) connection to the database server via the Internet (DSL, ISDN, Frame Relay, T1, etc)
- Virtual Private Network (VPN) access from the Internet to the internal network (if a firewall is in use). This access must utilize the Microsoft Windows PPTP VPN client or the Cisco L2TP 3.6.2 VPN client. The VPN tunnel configuration must allow for Split-Tunneling.
- Terminal Services in "remote admin" mode or pcAnywhere in "host" mode must be available on all servers running Eden Systems server product components. This includes but is not limited to, database, web, web application and Terminal Services/Citrix servers. (If you have a Windows NT/2000 Server).
- A user account and password for use by Eden Systems support staff when connecting via VPN, Terminal Services or pcAnywhere. This can be one network login account or one local account on each system. This account requires local administrative access to the operating system and database software on each server running Eden Systems server product components.
- A roaming copy of pcAnywhere for Windows 95/98/NT/2000/XP that can be installed temporarily on a workstation in the event that a user is having problems with InForum Gold and needs help with the local computer.

<sup>1</sup> These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

## **Exhibit D SERVICES**

**Modifications, Consulting/Project Management, Travel, Expenses** - The cost to provide modifications identified in this Agreement, is an estimate only, and both parties acknowledge that Licensee will pay Licensor for actual work performed to produce such modifications.

Any changes in the original definition of the defined deliverable identified herein will be incorporated through the use of an Authorization for Professional Services (AFPS) issued at the sole option of Licensor to Licensee, identifying such additional cost estimates to effect such change.

Consulting consists of investigating and providing solutions for implementation-related Licensee issues. This work includes reviewing converted data, testing setup scenarios, investigating and recommending modification requests, answering product-related Licensee questions, providing off-site training, and creating training-related correspondence.

Project Management consists of being the central point of contact for the Licensee, from the time a new license agreement is signed until the Licensee begins operational productive use of all the licensed modules. Initial responsibilities include reviewing the contract; entering contract information in Licensor's project tracking databases; identifying the project manager and main contacts on the Licensee side; and scheduling the kick-off meeting. Project management also includes scheduling the necessary training, and preparing for, leading, and following up on the kick-off meeting. During the installation/conversion/training phases of an implementation, Licensor's Project Manager is responsible for ensuring that Licensor's staff completes their implementation tasks according to the project schedule. Project management also includes working with Licensor staff and the Licensee to address unanticipated issues that come up during the implementation. All correspondence relating to the training process is reviewed by the Licensor Project Manager, including agendas and follow-up memos. The Project Manager also tracks the license agreement's budget, initiates billing at the appropriate time, and answers the Licensee's billing questions. Most project management work occurs off-site.

The costs to provide consulting and project management identified in this Agreement are estimates only. Licensee will reimburse Licensor within 30 days of receipt of invoice for all such charges. Invoices will include details of work performed and resources utilized.

The costs to provide consulting and project management identified in this Agreement shall not exceed the costs set forth herein unless specifically agreed to in writing by both parties.

Travel and expenses shown in this Agreement are estimates only. Travel and expenses charges include reasonable and normal charges for travel to and from the Licensee site. Licensee will reimburse Licensor within 30 days of receipt of invoice for all such charges.

### **Project Management deliverables:**

- A Project Planning Questionnaire, which helps us gather information that will be used to plan the project
- A calendar and gantt view of the project plan, in Adobe Acrobat Reader or MS Project formats, which are updated as schedule changes are made. This project plan will be submitted to the client for client's review and approval as these changes are made. Such approval shall not be unreasonably withheld.
- A kick-off presentation outline
- Hard copies of Eden's standard forms (AP check, Purchase Order, Paycheck, Timesheet, W-2, 1099, etc.)
- Information about what needs to be ordered for forms (paper stock and supplemental printer supplies)
- A kick-off follow-up letter
- An agenda for every training trip
- A follow-up memo for every training trip -- the project manager makes sure that outstanding issues are addressed, and adds the resolution to the follow-up memos
- Semi-monthly status reports of all current implementation issues. This will be provided within five working days of the fifteenth and the end of each month.
- Other documents are provided to the Licensee as needed:
  - Current Gold System Requirements document
  - Current conversion specifications for all modules
  - Import specifications for all modules
  - Sample reports
  - Change orders for additional work
  - Training materials

**Exhibit D**  
**SERVICES**  
**(Page 2)**

**Training Services**

**Training, Installation, and Setup** - All training is to be administered in either a) 'train the trainer' fashion; or b) seminar or 'group' fashion; to maximize the usefulness of time and resources. The training costs herein assume that training is to be provided on-site in the Licensee's offices and that the Licensee can provide suitable training room facilities and make Licensee's personnel available on the dates and times agreed to by the parties. Licensee may choose between option 'a' and option 'b' but in either case, the quoted costs are for the specified number of days. Additional days of training are available at the \$150 hourly rate for one year from the execution of this agreement.

Charges relating to training, installation and setup are due and payable in full within 30 days of receipt by Licensee.

Written acknowledgment of acceptance by Licensee, or full payment by Licensee of the license fee for any module listed in Exhibit A, shall constitute full satisfaction of the commitment for related services under this Agreement.

Additional training not covered in this Agreement shall be contracted through an Authorization For Professional Services (AFPS) and shall require authorization from Licensee. Such AFPS shall denote the number of service hours required and shall be provided at Licensor's then-going hourly rate for such services.

Licensee is responsible for all shipping and related costs incurred on its behalf under this Agreement, including but not limited to all necessary operating software, equipment and related tools.

In order to provide services of any kind, Licensor must schedule visits in advance. If the scheduled visit is canceled by the Licensee for causes beyond Licensee's reasonable control without first having given Licensor a minimum of two weeks advance notice of such cancellation, the Licensor may charge the Licensee for all costs related to that scheduled visit. If Licensor is unable to reschedule the staff assigned to the cancelled visit, Licensee shall pay for that time as well as the associated expenses. Licensee and Licensor agree that any cancelled training trips shall be rescheduled as soon as practical and that Licensee shall pay for the rescheduled services and associated expenses.

**Data File Conversion Services** – Charges related to data file conversion found in this Agreement are estimates only. Licensor will charge for any and all such activities relating to conversion efforts.

It is the responsibility of the Licensee to present all data in a standard magnetic form and format prescribed by Licensor, which is to be compatible with Licensor's standard conversion programs and database setup. Specifications for the standard format are available from Licensor. Licensee acknowledges that only those data elements described in the standard formats are converted.

Data conversion will consist of running the magnetic data presented by Licensee through the Licensor's conversion program one or more times to format the data into a form acceptable to the Licensed Program.

It is the Licensee's sole and complete responsibility to ensure that the data presented to the Licensor's conversion program is complete and accurate, and any cost for services, third-party and other related costs associated with data conversion shall be borne by the Licensee.

Should Licensee be unable, for any reason, to provide data in Licensor's prescribed formats, Licensee may request assistance from Licensor in extracting legacy data and formatting it according to Licensor standards. Such services will be billed to Licensee according to Licensor's then standard hourly rate.

If the Licensee can guarantee legal and technical access to properly documented information subject to data conversion, the Licensor will manage and perform the entire data conversion function in exchange for additional fees and charges. If such a "start-to-finish" approach is provided herein, Exhibit A will denote such action as "Start-to-Finish" conversion, otherwise the above requirements are applicable.



**Exhibit D**  
**SERVICES**  
**(Page 3)**

**Service Rates**

The following hourly rates apply to services included in this Agreement and are not to be interpreted as a commitment to perform any future such services, not covered under this Agreement, for said rates.

<b>Service Type</b>	<b>Hourly Rate</b>
Requested Modifications	\$150.00
Consulting/Management	\$150.00
Training	\$150.00
Installation and Setup	\$150.00
Data File Conversion	\$150.00

**Authorized Sub-Agencies.** The following are considered authorized Sub-agencies of this Agreement and Licensee is authorized to use the Licensed Program and Licensed Documentation on Licensee's premises for the purpose of supporting the internal business practices of only those agencies named herein as Sub-agencies and no other right or use is permitted under this Agreement.

<b>Authorized Sub-Agencies</b>
No Authorized Sub-Agencies



**EXHIBIT F**  
**Licensor-supplied Third-party Products**

The purpose of this exhibit is to identify any third-party products being supplied by Licensor. Any required or desired hardware, software, and communications products not specifically included in the following table are the responsibility of the Licensee. This configuration represents the Licensor's recommended products, and the cost is an estimate only, as the prices of the third-party vendors are subject to change without Licensor's approval. Also, Licensee understands that Licensor may decide to change this recommendation if Licensor believes a new solution is better suited for the proposed installation. If this recommendation changes, Licensor will notify Licensee as soon as practical.

Licensor makes no warranty, whether expressed or implied, regarding the components listed below, and shall not be responsible for servicing such components. The components shall be subject only to manufacturers' warranties, if any.

Product ID	Quantity	Description	Estimated Price
		None Included.	
		<b>Grand Total</b>	

**Exhibit G**  
**ESRI Products and Services**

Licensee understands and accepts that the following terms and conditions are required in order for Licensee to use applications created using MapObjects, or other ESRI products:

- 1) Reverse engineering, copying (other than a backup copy), or transfer or assignment of rights to use as well as the right to access source code is prohibited.
- 2) Any use other than as specifically granted herein is prohibited.
- 3) Licensee shall use all practical means, contractual and technical, to prevent any in-house or commercial user (including network users) from using any portions of MapObjects, and any extension thereof, separately from Licensor's Licensed Program.
- 4) ESRI and/or its suppliers may enforce their intellectual property rights through injunctive relief and other remedies in law or equity. All copyright, government notices, trademarks, or other intellectual property notices noted under "Copyright, ESRI Trademark Name, and Government Use Notice" shall be included unmodified in the Application's online help or Readme file and documentation.

**Copyright and U.S. Government Use Notice:** MapObjects is copyrighted by Environmental Systems Research Institute, Inc. All rights not specifically granted in this Agreement are reserved to ESRI or its suppliers.

Portions of this computer program are owned by ESRI, Copyright 1999 Environmental Systems Research Institute, Inc. All Rights Reserved.

Any software, documentation, and/or data delivered hereunder is subject to the terms of the License Agreement. In no event shall the U.S. Government acquire greater than RESTRICTED/LIMITED RIGHTS. At a minimum, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 52.227-14 Alternates I, II, and III (JUN 1987); FAR 52.227-19 (JUN 1987) and/or FAR 12.211/12.212 (Commercial Technical Data/Computer Software); and DFARS 252.227-7015 (NOV 1995) (Technical Data) and/or DFARS 227.7202 (Computer Software), as applicable. Contractor/Manufacturer is Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373-8100 USA.

**Exhibit H**  
**Firstlogic Products and Services**

Licensee understands and accepts that the following terms and conditions are required in order for Licensee to use applications created using CASS or other Firstlogic products:

Exports; Compliance With Laws. Each Party understands that the Products are or may be subject to law, regulation and/or restriction by agencies of the United States Government, as well as laws, regulations and restrictions of other countries, including but not limited to laws and regulations which prohibit export or diversion of certain technical products to certain countries and individuals. Each Party shall comply in all respects with all applicable laws, regulations, and restrictions applicable to the Products, the Services and/or such Party's business practices, including but not limited to the Foreign Corrupt Practices Act and the regulations of the applicable United States Government agencies and departments relating to the Export of Technical Data, as each such law or regulation is amended from time to time.

US Government Restricted Rights. Firstlogic's Products and Documentation are provided to Integrator with the following restricted rights: the use, duplication or disclosure of the Products by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19 as applicable. The Manufacturer of the Products is Firstlogic, Inc. located at 100 Harborview Plaza, La Crosse, WI 54601-4071.

**Exhibit I**  
**CORE Business Technologies Products and Services**

In consideration for the use of the InForum Gold Cashiering Module provided by CORE Business Technologies, the licensee accepts and agrees to the following terms and conditions.

- This Exhibit is an attachment to and is part of the Eden Systems Software License and Use Agreement.
- Except where otherwise noted in this Exhibit, all the terms and conditions contained in the Eden Systems Software License and Use Agreement apply in full to the Cashiering Module that is provided by CORE Business Technologies.
- Paragraph 4.1 of the Eden Systems Software License and Use Agreement is hereby omitted solely with respect to The InForum Gold Cashiering Module. The InForum Gold Cashiering Module is licensed for one year. The license files contained in the software are coded to coincide with the annual term of the Eden Systems Software License and Use Agreement. The InForum Gold Cashiering license will be automatically renewed for one-year periods upon receipt of the annual license fee. If the license is not renewed the software will cease to operate.
- Should Eden Systems be found in default of the Eden Systems Software License and Use Agreement, or chooses to discontinue support for the licensee, or chooses not to renew or is not allowed to renew the reseller agreement with CORE Business Technologies, software support and updates to the Cashiering Module will be provided by CORE Business Technologies upon receipt of the then current support fee as published by CORE Business Technologies from time to time.
- Paragraph 8.12 of the Eden Systems Software License and Use Agreement is hereby omitted solely with respect to The InForum Gold Cashiering Module. With the exception of contracted, customer specific modification work, CORE Business Technologies does not provide source code. CORE Business Technologies does provide a master escrow agreement.

COPY

**ADDENDUM TO  
EDEN SYSTEMS, INCORPORATED  
SOFTWARE LICENSE AND USE AGREEMENT**

ORIGINAL AGREEMENT DATE: CONTRACT # C99-0245-PII-16  
AMENDMENT #2  
October 16, 2003

AMENDMENT DATES, IF ANY: January 23, 2006

PARTIES: Tyler Technologies, Inc., EDEN Division ("Licensor"), and  
Okaloosa County, FL ("Licensee")

WHEREAS, Licensor and Licensee entered into a Software License and Use Agreement on the date(s) set forth above (the "Agreement"); and


WHEREAS, Licensor and Licensee desire to modify the exhibits to the Agreement as set forth in this Addendum.

THEREFORE, Licensor and Licensee agree as follows:

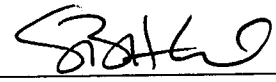
1. Licensee agrees to purchase and receive, and Licensor agrees to sell and deliver, those products and services set forth on Exhibits A and B to this Addendum, which shall supplement the exhibits to the original Agreement. Payment for such products and services shall be made in accordance with Exhibit B.
2. In the event of cancellation or termination of this Addendum, Licensee will make payment to Licensor for all software products, services, and expenses delivered or incurred under this Addendum prior to such termination or cancellation.
3. Except as otherwise expressly set forth in this Addendum, the terms and provisions of the Agreement and its exhibits remain unchanged.

EFFECTIVE as of the last date set forth below.

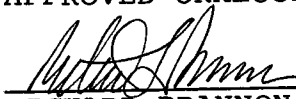
Okaloosa County, FL  
Licensee

By:   
Name: Bill Smith  
Title: Director  
Date: 1-30-2006

Tyler Technologies, Inc., EDEN Division  
Licensor

By:   
Name: S. Brett Cate  
Title: Executive Vice President, EDEN Division  
Date: 1/23/06

APPROVED OKALOOSA COUNTY:

  
RICHARD BRANNON  
PURCHASING DIRECTOR

**Exhibit A – Eden Systems Deliverables**  
**Okaloosa County, FL**  
**Add 5 Additional Concurrent Users**

**Salesman: C. Hendrickson**

**Demonstrator: N/A**

Products, Service & Equipment	License Fee (Support Basis)	License Fee (No Support)	Discount Amount	Net License Fee	On-Site Trips	Train & Install Hours	Data Conv. Hours	Proj Mgmt Hours	Other Hours	Total Service Cost	Expenses & Taxes	Total Cost
<b>Database, Tools, Setup</b>	\$	\$	\$	\$						\$	\$	\$
System Administration	-	-	-	-	-	-	-	-	-	-	-	-
Database Setup	-	-	-	-	-	-	-	-	-	-	-	-
Hardware, O/S Setup	-	-	-	-	-	-	-	-	-	-	-	-
Crystal Reports	-	-	-	-	-	-	-	-	-	-	-	-
Web E-Commerce Setup	-	-	-	-	-	-	-	-	-	-	-	-
<b>Supported Applications</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Financial Products</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Core Financial Module</b>	-	-	-	-	-	-	-	-	-	-	-	-
G/L, A/P	-	-	-	-	-	-	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-	-	-	-	-	-	-
Requisitioning	-	-	-	-	-	-	-	-	-	-	-	-
Budget Preparation	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-
<b>Project Accounting</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Fixed Assets</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Inventory Control</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Payroll Products</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Payroll</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Position Budgeting</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Human Resources</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Applicant Tracking</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Citizen Services Products</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Parcel Manager</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Permits &amp; Inspections</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Utility Billing</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Utility Billing Interface</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Licensing</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Special Assessments</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Other Products &amp; Services</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Eden Menus</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Data Dictionaries</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Map Object Runtime</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>C/R Interfaces</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Standard Forms Creation</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>IG Cashiering</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>GASB 34 Reporter</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>5 Additional Concurrent User Licenses</b>	10,000.00											10,000.00
<b>Sales Tax</b>												
<b>Totals</b>	\$ 10,000.00	\$	\$	\$						\$	\$	\$ 10,000.00



**Notes to Exhibit A – Eden Systems Deliverables  
Okaloosa County, FL  
Add 5 Additional Concurrent Users**

- **This addendum is to provide Licensee with full license rights to the InForum Gold products outlined herein. It augments the Licensee's previous license agreement which provided for use of other InForum Gold products.**
- **The items in Exhibit A are products and services delivered to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the "License Fee (Support Basis)" column only. All support and maintenance for other items priced under the column "License Fee (No Support)" must be obtained by Licensee directly from the original manufacturer or supplier.**

**Exhibit B – Okaloosa County, FL  
Add 5 Additional Concurrent Users  
Eden Systems Deliverables**

Product, Service, Equipment	On Signature	On Delivery	At Verification*	As Progress Occurs	Totals
License Fees	\$10,000.00				\$10,000.00
Training & Installation					\$0.00
Data Conversion					
Project Management					
Forms Creation					
Third-party Products					
Expenses (Estimated)					
Sales Tax					
<b>Totals</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>

\* For purposes of this Addendum only, "Verification" means either: (i) Licensor (upon Licensee's request and within thirty days of installation) tests the software products in accordance with Licensor's standard verification testing procedure demonstrating that the software products comply with Licensor's documentation for the most current version of the software products and functional descriptions of the software found in Licensor's written proposal to Licensee; or (ii) Licensee performs its own defined internal validation process to test to validate that the software products substantially comply with Licensor's documentation for the most current version of the software products and functional descriptions found in Licensor's written proposal to Licensee; or (iii) Licensee's use of the software products for their intended purpose. Verification as set forth above shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England  133 Federal Street 2nd Floor Boston, MA 02110 Thomas Honan	1-617-723-7775	CONTACT NAME: Seamus King PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sking@hayscompanies.com
INSURED Tyler Technologies, Inc.  5101 Tennyson Parkway Plano, TX 75024		INSURER(S) AFFORDING COVERAGE INSURER A: ATLANTIC SPECIALTY INS CO NAIC # 27154 INSURER B: Barbican Technology Group ? Llyods #9380 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 42136540

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			711013784-0001	03/01/14	03/01/15	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			711013784-0001	03/01/14	03/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			711013784-0001	03/01/14	03/01/15	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			406040422-0001	03/01/14	03/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	AGGREGATE	20,000,000
B	PROFESSIONAL LIABILITY			B0901L1414036000	11/17/14	11/17/15	OCCURENCE	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

County of Okaloosa  
  
1804 Lewis Turner Blvd. #402  
Ft. Walton Beach, FL 32547  
  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE