



Professional Services Agreement

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

Background

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

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

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

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

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Configuration & Consulting (JP - Single Node)	15	\$175	\$2,625
No travel expenses, as all work will be completed remotely			
Client Name: Burnet County, TX SB41 Legislative Configuration Updates – JP1, JP2, JP3, and JP4			
			TOTAL CONTRACT AMOUNT \$2,625

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

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Sherry Clark (Nov 15, 2021 11:06 CST)

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: Nov 15, 2021

CLIENT

By: [Signature]

Name: James Oakley

Title: County Judge

Date: 11-9-2021

**Professional Services Agreement
Terms and Conditions**

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

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

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

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

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

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

6. Limitation of Liability.

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Statement of Work

Texas Legislative Configuration Change Assistance

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

"Tyler"



Statement of Work (SOW)

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Introduction

Overview

This Statement of Work (SOW) presents the training and activities that Tyler will execute during implementation with remote activity for the "Burnet County, Texas" "Justices of the Peace Precinct 1, Precinct 2, Precinct 3, and Precinct 4".

The purpose of the project is to assist the identified County with configuration and testing of new changes within the Odyssey Case Manager application relating to the legislative updates listed below:

SB 41

Additional scope will not be included.

Assumptions

- SME will be familiar with existing business processes and financial code usage today.
- SME will be able to support the updates by providing the TYLER resource with which codes will need updating.
- SME will be available to validate the work done by TYLER resource in both Non-Production and Production.
- TYLER will assume client is ready to move to Production if no issues are reported by the client at the end of a 3-day testing window.
- Any issues in Production related to configuration must be submitted within 2 weeks after configuration is complete in Production or by January 15, 2022 (latest date applies).
- Configuration changes after January 1, 2022 will be day forward and do not include cleanup.
- TYLER resource will be available to answer questions to the SME as it pertains to configuration changes relating to these legislative updates.
- SME will be available to complete all tasks in a timely manner in order to ensure that the process is completed in the approximate duration defined.
- TYLER will not perform any individual case or financial data updates, modifications or adjustments as part of this effort.
- TYLER will use all reasonable industry efforts to complete the defined configuration timely.
- TYLER will provide standard documentation on identifying and resolving any fees using incorrect configuration before the updates were made.
- All Justices of the Peace precincts in the district will have the same application of fees and be consistent.

Option 1

1. Level of Effort Defined

Participants

- Account Manager (CSAM)
- Consultant performing changes (TYLER)
- County Designated - Subject Matter Expert for each office. (SME)

Roles Defined

- Account Manager – Facilitator
- Consultant – Tyler consultant or application specialist who will make the application configuration changes.
- Client SME – County designated user or manager with knowledge of existing fee codes and business processes able to provide necessary insights and approval for changes.

Steps

- Coordination of meeting to discuss details handled by (CSAM)
- Kick-off Meeting (SME and TYLER)
- Identification of codes (SME and TYLER)
- Updating identified codes and mapping in Non-Production (TYLER)
- Initial functional testing in Non-Production (TYLER)
- Client assisted verification (Requires both TYLER and SME in NON-PROD)
- Move to Production at the end of the 3-day testing window if client does not report any issues (CSAM and SME)
- Tyler update of Production configuration and mapping (TYLER)
- Client Sign-Off Production (CSAM and SME)
- Close out confirmation (CSAM)

Approximate Duration

- 15 hours - "Configuration & Consulting (JP - Single Node) "

2021.11.12-TX Burnet County-PSA-SB41 Leg. Config.- JP (Pct #1-4)

Final Audit Report

2021-11-15

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