



## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement ("*Agreement*") is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("*Tyler*") and Williamson County, Texas ("*County*"). This Agreement will become effective as of the last date on the signature page below (the "*Effective Date*").

WHEREAS, Tyler and County (individually, a "*Party*" and collectively, the "*Parties*") may disclose Confidential Information, as hereinafter defined, to the other, and each Party desires to protect its respective Confidential Information;

WHEREAS, Tyler and County desire to exchange Odyssey data through February 4, 2019 for the purpose of developing a proof of concept for state reporting with the OCA of Texas (the "*Purpose*")

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Confidential Information.** As used in this Agreement, "*Confidential Information*" means any and all information of either Party in whatever form transmitted that (a) is not generally known to the public, whether of a technical, business or other nature including, without limitation any and all intellectual property rights either Party holds in and to its software, services and/or documentation, including patents, copyrights, and trademarks and trade secrets; (b) is disclosed by one Party (the "*Disclosing Party*") to the other Party (the "*Receiving Party*") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or due to its physical or electronic access to the premises or property of, the Disclosing Party; and/or (c) has been identified as being proprietary and/or confidential, or that would reasonably be deemed to be proprietary and/or confidential based upon the nature of the circumstances surrounding its disclosure or receipt.
- 2. Exceptions.** Confidential Information does not include information which, as supported by sufficient independent documentary evidence (a) becomes generally available to the public other than as a result of an act or omission by the Receiving Party; (b) was available to the Receiving Party on a non-confidential basis prior to its receipt by the Receiving Party; (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, its representatives or its agents, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, its representatives or its agents or otherwise is prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or (d) was independently developed by the Receiving Party without access to or the benefit of the Confidential Information.
- 3. Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. In addition, the Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than for the Purpose set forth in this Agreement. Permitted use of other Confidential Information under this Agreement may include disclosure of that other Confidential Information to employees or representatives of the Receiving Party provided, however, that such employees and representatives have a need to know such Confidential Information and are bound by confidentiality obligations no less restrictive than those set forth in this Agreement. For any disclosure by the Receiving Party to its employees and

representatives, the Receiving Party will be responsible for any breach of this Agreement by such person or persons. The Receiving Party shall not use the Disclosing Party's Confidential Information in any manner to the Disclosing Party's detriment, including, without limitation, to reverse engineer, disassemble, decompile or design around the Disclosing Party's Confidential Information.

4. **Exportation.** Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or any product utilizing any such data to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

5. **Public Records or Governmental Request.** Should the Receiving Party or any of its employees or agents otherwise be directed by any governmental authority of competent and proper jurisdiction ("*Legal Order*") to disclose any or all of the Disclosing Party's Confidential Information, the Receiving Party shall promptly provide notice to the Disclosing Party of such request to allow the Disclosing Party an opportunity to prevent such disclosure. If, after providing such notice and assistance as required herein, Receiving Party remains subject to a Legal Order to disclose any Confidential Information, Receiving Party may disclose, and, if applicable, may require its employees or other persons to whom such Legal Order is directed to disclose, no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or in a separate written agreement specifically granting such rights. The Disclosing Party makes no warranty as to the accuracy of any Confidential Information. All Confidential Information disclosed is provided "as-is." The Disclosing Party makes no representation that any type of business relation related to the purpose of this Agreement, the Confidential Information, or any other matter will be concluded between the Parties. Nothing in this Agreement will be construed as obligating a Party to disclose any particular information.

7. **Protection of Confidential Information.** The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.

8. **Unauthorized Disclosure.** The Receiving Party shall immediately notify the Disclosing Party upon the discovery of any loss or unauthorized disclosure or use of the Confidential Information of the Disclosing Party.

9. **Injunctive Relief.** Each Party acknowledges and agrees that a breach by it or one of its affiliates, employees or representatives of any of the covenants set forth in this Agreement will cause irreparable injury to the other Party and its business for which damages, even if available, will not constitute an adequate remedy. Accordingly, each Party, for itself and its affiliates, employees and representatives, agrees that the other Party, in addition to any other remedy available at law or in equity, shall be entitled to seek the issuance of injunctive relief (including, without limitation, specific performance) by a court of competent jurisdiction in order to enforce the covenants and agreements contained herein.

10. **Attorneys' Fees and Costs.** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the

prevailing Party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

11. **Non-waiver.** Any failure by either Party to enforce performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12. **No Trading in Tyler Common Stock.** County acknowledges that Tyler is a publicly-traded County listed on the New York Stock Exchange, and therefore agrees that any material, nonpublic Confidential Information regarding Tyler that is disclosed to County may not be used as a basis for trading in Tyler stock by County or its representatives.

13. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereof without the prior written consent of the other Party, and any attempted assignment without such consent shall be null, void, and of no effect. Notwithstanding the foregoing, Tyler may without the prior written consent of County, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

14. **Survival.** The Receiving Party's obligations under this Agreement shall survive termination or expiration of this Agreement and shall be binding upon the Receiving Party's heirs, successors, and assigns, as applicable.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Cumulative Nature of Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact, or in law.

17. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Texas, including applicable United States federal law, without giving effect to any conflicts-of-law rule or principle that might require the application of the laws of another jurisdiction.

18. **[INTENTIONALLY OMITTED].**

19. **Severability.** If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

20. **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both Parties.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

22. **Term and Termination.** This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this Agreement automatically will expire five (5) years from the Effective Date; provided, however, that each Party's obligations with respect to the other Party's Confidential Information disclosed or received prior to termination or expiration will survive until such Confidential Information ceases to be confidential.

23. **Return of Materials.** Upon termination or expiration of this Agreement, or upon receipt of written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents or other tangible materials representing the Disclosing Party's Confidential Information, including any copies made thereof.

24. **Entire Agreement.** This Agreement represents the entire agreement of County and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. County hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

*[Remainder of page is intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by a duly authorized representative to be effective as of the last date set forth below.

**TYLER TECHNOLOGIES, INC.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for

Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

*With copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department

**WILLIAMSON COUNTY, TEXAS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for

Notices:

Williamson County

Attention: \_\_\_\_\_