

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
TYLER TECHNOLOGIES, INC.**

The underlying Professional Services Agreement (the “Agreement”) between Tyler Technologies, Inc. (“Tyler”) and Williamson County, Texas (“Client”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience.** Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Tyler. In the event of such termination, it is understood and agreed that only the amounts due to Tyler for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Client’s termination of this Agreement for convenience.
- 2. No Indemnification by Client.** Tyler acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Tyler; therefore, all references of any in this Agreement to Client indemnifying, holding or saving harmless any other party, including but not limited to Tyler, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
5. **The County's Right to Audit.** Tyler agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Tyler agrees that Client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice of intended audits.
6. **Non-Appropriation and Fiscal Funding.** The obligations of Client under this Agreement do not constitute a general obligation or indebtedness of Client for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Client's fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to Tyler at the end of its then-current fiscal year to be effective as of the last day of Client's fiscal year. For purposes of this Agreement, the Client's fiscal year shall be October 1st to September 30th.
7. **Payment, Interest and Late Payments.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Tyler, Client shall notify Tyler of the error not later than the twenty first (21st) day after the date Client receives the invoice. If the error is resolved in favor of Tyler, Tyler shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tyler beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Client, Tyler shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 8. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Client, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Client shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Client. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Tyler shall furnish Client with a certification of coverage issued by the insurer. Tyler shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Tyler shall also notify Client, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
- 9. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 10. Sales and Use Tax Exemption.** Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Client. Exemption certificates will be provided to contractors and suppliers upon request.
- 11. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Client, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Tyler Technologies, Inc.:

By: Rachel Mehlsak

Printed Name: Rachel Mehlsak

Title: Sr. Corporate Attorney

Date: July 22 ____, 2025

Williamson County, Texas:

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 28 2025 Time: 12:11 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 22 2025 Time: 12:31 pm



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 Williamson 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
Tech Services	8	\$185	\$1,480
Project Management	4	\$195	\$780
No travel expenses, as all work will be completed remotely			
Client Name: TX Williamson			
Project Description: 2023 Production Upgrade			
Tyler Sourcewell: 060624-TTI			
<i>The Level of Effort (LoE) provided above is a good faith estimate of the hours Tyler requires to deliver the requested services project and is valid for 30 days. Once the PSA is approved, Tyler will proceed with a detailed scope using the first few hours of the approved estimate. If the final agreed-upon scope exceeds the initial good faith estimate, the customer may be required to approve another PSA for additional hours.</i>			
			TOTAL CONTRACT AMOUNT
			\$2,260

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

TYLER TECHNOLOGIES, INC.

CLIENT

By: Rachel Mehlsak

By: _____

Name: Rachel Mehlsak

Name: _____

Title: Sr. Corporate Attorney

Title: _____

Date: 7/22/25

Date: _____

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. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). 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. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
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.