

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM TO  
TYLER TECHNOLOGIES, INC.’s  
CLIENT SUCCESS MANAGEMENT AND CONSULTING AGREEMENT  
(CSMC)**

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The underlying Client Success Management and Consulting 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. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
  - A. This Williamson County Addendum No. 1;
  - B. Success Management and Consulting Agreement and
  - C. Cooperative Agreement Sourcewell Contract #060624-TTI, incorporated by reference.
  
- 2. Termination for Convenience.** Client may terminate this Agreement for convenience upon sixty (60) days written notice to Tyler. In the event of such termination, Client shall pay Tyler for all services provided and expenses incurred to and including the date of termination. Client shall not be entitled to a refund or offset of previously paid fees.
  
- 3. Reserved.**
  
- 4. 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 the state or federal courts serving 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.

- 5. 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.
- 6. 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, provided, however, that any such audit shall be subject to Tyler's current confidentiality and security policies, unless otherwise required by applicable law. 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, but no less than thirty (30) days advance written notice. Each party shall be solely responsible for their own cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement
- 7. 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 least thirty (30) days in advance. For purposes of this Agreement, the Client's fiscal year shall be October 1st to September 30th. In the event of such termination, Client shall pay Tyler for all services provided and expenses incurred to and including the date of termination. Client shall not be entitled to a refund or offset of previously paid fees.
- 8. Payment, Interest and Late Payments.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.
- 9. General Insurance Requirements.** During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000;(c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least\$5,000,000. Tyler will add Client as an additional insured to its Commercial General Liability and Automobile Liability policies, which will automatically add Client as an additional insured to Tyler's Excess/Umbrella Liability policy as well. Tyler will provide Client with copies of certificates of insurance upon Client's written request.

- 10. 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.
- 11. 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.
- 12. 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, so long as Client provides Tyler with a copy of the correspondence between the Attorney General and Client. 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.
- 13. 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.
- 14. 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: November 17, 2025

**Williamson County, Texas:**

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

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

Title: As Presiding Officer, Williamson  
Commissioners Court

Date: \_\_\_\_\_, 20\_\_

## Client Success Management and Consulting Agreement

This Client Success Management and Consulting Agreement (this "CSMC Agreement") is made and entered into as of the date of signature of the last party to sign as indicated below ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and the Purchaser named on Schedule 1 of this CSMC Agreement (the "Purchaser").

WHEREAS, Tyler and Purchaser have entered into that certain software license and services agreement or software-as-a-service agreement, as applicable (the "Underlying Agreement") pursuant to which, among other things, Purchaser has engaged Tyler to provide support and maintenance services as more particularly described therein; and

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain additional maintenance and support services beyond those services provided for in the Underlying Agreement.

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

### 1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the Underlying Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Effective Date has the meaning set forth above.

1.5. Tyler Holidays means one (1) day for a New Year's, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas day.

### 2. TYLER RESPONSIBILITIES

2.1. Client Success Management and Consulting Services. Tyler agrees to provide the services set forth on Schedule 1 of this CSMC Agreement.

### 3. FEES

3.1. Annual Fee. Purchaser shall pay Tyler the annual fees as set forth in accordance Schedule 1 (the "CSMC Fees"). Year 1 fees are invoiced on the first day of the first month following the Effective Date. Subsequent fees are invoiced annually in advance at Tyler's then-current rates; provided, however, that Tyler may only increase the annual fees by 5% year over year throughout the term of this CSMC Agreement.

3.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this CSMC Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.3. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

### 4. TERM AND TERMINATION

4.1. Term. The CSMC Term shall commence on the first day of the first month following the Effective Date, and shall continue in effect for the Initial Term listed on

Schedule 1. At the end of such term, the term shall automatically renew for additional one (1) year terms unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided herein. Purchaser must have a valid current Underlying Agreement in place to be eligible to acquire or receive CSMC services. If Purchaser's Underlying Agreement Term expires during the CSMC Term and Purchaser does not renew the Underlying Agreement, CSMC services shall be automatically terminated on the same date that the Underlying Agreement expires.

4.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this CSMC Agreement effective as of the end of the initial term or end of any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate.

4.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 4.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 4.3 (a) (i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 6 following such period.

(c) In the event this Agreement is terminated pursuant to this Section 4.3, Purchaser shall pay for all services delivered prior to such termination.

### 5. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CSMC AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL CSMC FEES FOR THE THEN CURRENT YEAR.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER 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.

### 6. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this CSMC Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Client Success Representative. Any negotiations pursuant to this Section 6 are confidential and shall be treated as compromise and settlement

negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to binding arbitration, which shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction.

**7. MISCELLANEOUS**

7.1. Assignment. Neither party may assign this CSMC Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

7.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

7.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

7.4. Counterparts. This CSMC 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.

7.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

7.6. Entire Agreement. This CSMC Agreement constitutes 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.

7.7. Amendment. This CSMC 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.

7.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this CSMC Agreement shall remain valid and enforceable according to its terms.

7.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this CSMC 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.

7.10. Governing Law. Any dispute arising out of or relating to this CSMC Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

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

7.12. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this CSMC Agreement. If an ambiguity exists in this CSMC Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the CSMC Agreement or provision.

7.13. Force Majeure. No Party to this CSMC Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this CSMC Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

TYLER TECHNOLOGIES, INC.

By: Rachel Mehlsak  
Name: Rachel Mehlsak  
Title: Sr. Corporate Attorney  
Date: 11/17/25

WILLIAMSON COUNTY, TX (the "PURCHASER")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Client Success Management and Consulting (CSMC) Agreement Schedule 1

<b>Purchaser:</b> Williamson County, Texas			
<b>Client Success Account Management</b>		<b>Start Date:</b>	First Day of the First Month Following the Effective Date
<b>Term:</b>	Annual	<b>CSAM Fees:</b>	\$55,000
<b>Units:</b>	1	<b>Utilization:</b>	20%
		<b>Total Annual Fees</b>	<b>\$55,000</b>

### CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:

#### **Client Criminal Justice Services Specific Knowledge**

- Understanding of pretrial environments and system configuration
- Understanding and recommendations for pretrial specific configuration
- Understanding of the department's 3<sup>rd</sup> party products/Integrations

#### **Proactive Relationship Management**

- One annual site visit – for planning and training purposes
- A CSAM/Client kick-off meeting to build the quarterly strategic account plan
- Monthly meetings to review the plan status and make modifications if needed
- Understanding of agency's requested product functionality changes
- The Client Success Account Manager manages both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

#### **Support Pattern Recognition**

- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

#### **Best Practices**

- Communication/Change management planning
- Tyler Software Helpdesk Best Practices/Recommendations
- Quarterly feature briefing
- Training in new features

#### **Issue Management and Resolution**

- Customized reports provide the status of your critical issues and an update on recent activity. (Reports are reviewed and prioritized with a CSAM monthly)
- Support Incidents are prioritized according to the schedule / roadmap

#### **Program Purpose**

- The primary outcomes of this program include working with the Williamson County Pretrial to create a strategic account plan, engaging in periodic check point calls to review quarterly goals and plans, and conducting periodic, on-site visits to meet personally with you and review the status of Williamson County Pretrial with ongoing issues management and communication, while also acting as a liaison between the department and Tyler.