

**Tyler Technologies, Inc. Confidentiality Agreement**

This Confidentiality Agreement (this "Agreement") is made and entered into as of June 15, 2010 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler Tech"), Williamson County (the "County"), and Sunland Public Sector ("Recipient").

**Background**

Whereas, Tyler Tech and the County have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which the County has engaged Tyler Tech to, among other things, license to the County Tyler Tech's court case management software (the "Judicial Software").

Whereas, the County has engaged Recipient for the purpose of assisting the County with certain projects associated with the license and use of the Judicial Software, which may include, without limitation, assisting the County in its data processing functions or other duties related to the license and use of the Judicial Software.

Whereas, in connection with his, her, or its duties to the County, the County may disclose to Recipient, or Recipient may otherwise receive access to, certain Tyler Tech Confidential Information and/or Trade Secrets (as defined below). Recipient acknowledges that, prior to receiving access to Tyler Tech Confidential Information and/or Trade Secrets in connection with Recipient's duties for the County, Tyler Tech and the License Agreement requires Recipient to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

**1. DEFINITIONS**

1.1 Confidential Information means all information in any form relating to, used in, or arising out of Tyler Tech's operations and held by, owned, licensed, or otherwise possessed by Tyler Tech (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler Tech's premises or the County's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler Tech's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data. Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the County or Recipient in breach hereof; (b) becomes available to the County or Recipient on a non-confidential basis from a source other than Tyler Tech, which is not



prohibited from disclosing such information by obligation to Tyler Tech; (c) is known by the County or Recipient prior to its receipt from Tyler Tech without any obligation of confidentiality with respect thereto; or (d) is developed by the County or Recipient, as the case may be, independently of any disclosures made by Tyler Tech. All provisions protecting Tyler Tech's Confidential Information in this Agreement shall be deemed to also protect Tyler Tech's Trade Secrets as well, but references to Tyler Tech's Trade Secrets shall not be deemed to automatically refer to Tyler Tech's Confidential Information.

1.2 Trade Secrets means all methodologies (subject to the same being the subject of an issued patent) and other Tyler Tech Confidential Information that Tyler Tech informs the County is a trade secret, as well as information subject to a court order (including, without limitation, a protective order), and other Tyler Tech Confidential Information reasonably the subject of trade secret protection pursuant to or arising from relevant and applicable state statutes (including, without limitation, the Uniform Trade Secrets Act as enacted in Texas), including, without limitation, information relating to the Judicial Software, its design documents, release notes, database layouts, algorithms, techniques, processes, systems designs, source code, and screen shots.

## **2. CONFIDENTIALITY OBLIGATIONS**

2.1 Duties Regarding Non-Disclosure. Recipient shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Tech's Confidential Information or Trade Secrets, and Recipient shall not use, make, sell, or otherwise exploit any such Tyler Tech Confidential Information or Trade Secrets for any purpose other than the performance of services for the County, without Tyler Tech's written consent, except: (i) as may be required by law, regulation, judicial or administrative process; or (ii) as required in litigation pertaining to this Agreement, provided that Tyler Tech is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Recipient shall ensure that all employees, contractors, subcontractors, or other individuals assigned to perform services for the County shall abide by the terms of this Section 2 and Recipient shall be responsible for breaches by such persons.

2.2 Duties Regarding Access. While in possession or control of Tyler Tech's Confidential Information or Trade Secrets, or any media embodying same, Recipient shall use its best efforts to keep all of Tyler Tech's Confidential Information and/or Trade Secrets inaccessible from third parties.

2.3 Disclosure in Legal Proceedings. If Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Tyler Tech's Confidential Information, Recipient shall provide to Tyler Tech with prompt written notice of such request or requirement so that it may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler Tech, Recipient nonetheless is legally compelled to disclose Tyler Tech's Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Recipient may, without liability herein, disclose to such court or tribunal only that portion of Tyler Tech's Confidential Information which the court requires to be disclosed, provided that Recipient uses reasonable efforts to preserve the confidentiality of Tyler Tech's Confidential Information, including, without limitation, by cooperating with Tyler Tech to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.



2.4 Ownership. Recipient agrees that all documents of any nature that include any Tyler Tech Confidential Information are and shall be the exclusive property of Tyler Tech and/or the County and that all copies thereof shall be surrendered to the respective owner(s) upon request.

### 3. **INJUNCTIVE RELIEF**

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

### 4. **MISCELLANEOUS**

4.1 Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by Tyler Tech to secure the 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, and Tyler Tech is the prevailing party, Tyler Tech shall be entitled to recover from Recipient reasonable attorneys' fees and costs incurred in connection therewith.

4.2 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

4.3 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, 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.

4.4 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.

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

4.6 Entire Agreement. This 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.

4.7 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.

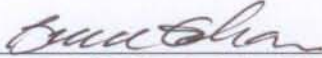
4.8 Governing Law; Choice of Forum. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each party hereby consents to the

exclusive jurisdiction of the state and federal courts located within the Northern District of Texas, agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens.

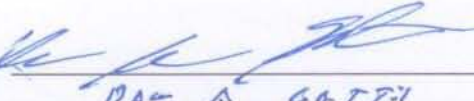
4.9 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative as of the date first written above.

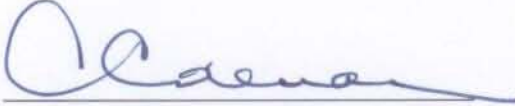
TYLER TECHNOLOGIES, INC.

By:   
Name: BRUCE GRAHAM  
Title: PRESIDENT, CTO  
Address: 6500 INTERNATIONAL PKWY  
PLANO, TX 75093

Willkerson COUNTY

By:   
Name: DAN A. GAFFNEY  
Title: County Clerk  
Address: 710 Main St  
Georgetown TX 78626

RECIPIENT **Sungard Public Sector Inc.**  
**1000 Business Center Drive**  
**Lake Mary, FL 32746**

By:   
Name: Christian Coleman  
Title: VP and Controller, SunGard Public Sector Inc  
Address: \_\_\_\_\_

**Sungard Public Sector Inc.**  
**1000 Business Center Drive**  
**Lake Mary, FL 32746**