

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

WILLIAMSON COUNTY, TEXAS

By: 

By: _____

Name: BRUCE GRAHAM

Name: _____

Title: PRESIDENT, TYLER CJT

Title: _____

Date: 5/23/2018

Date: _____

Address for Notices:

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

Address for Notices:

Williamson County, Texas
710 S. Main Street, Ste. 101
Georgetown, TX 78626
Attention: County Judge



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Subscription License and Services Agreement.
- **“Authorized Dispute”** means a dispute that falls within the authorized dispute type or types, such as the nature of the dispute and/or the nature of the parties to the dispute, as set forth in the Investment Summary.
- **“Authorized User”** means (i) your employee or authorized contractor; (ii) the parties, their respective counsel, and/or their respective agent(s) affiliated with an Authorized Dispute; and/or (iii) a third party neutral you provide or request in connection with an Authorized Dispute; so long as, in each case, that user has been assigned unique credentials to access the Tyler Software and registered online to access and use the Tyler Software to file and/or process an Authorized Dispute.
- **“Case Data”** means data pertaining to a specific Authorized Dispute that an Authorized User has entered into the Tyler Software. It includes, but is not limited to, Information about the parties involved in the Authorized Dispute, proceeding-specific documentation, and/or communications between Authorized Users.
- **“Configuration Data”** means data you enter, or that we enter on your behalf, to configure the Tyler Software, including but not limited to establishing user accounts, customizing screen layouts, and defining custom fields. Configuration Data does not include Case Data or Usage Data.
- **“Client”** means Williamson County, Texas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Terms”** means the terms and conditions governing the provision of maintenance and support services to all of our customers, as set forth at Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Usage Data”** means metadata and raw data accumulated by the Tyler Software, including but not limited to frequency of access, proceeding duration, aggregate uploaded information volume, and information tracked or trackable through cookies or similar methods in order to make the software accessible to and usable by the Authorized Users.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 For so long as the then-current subscription fees are timely paid as set forth in the Investment Summary and Invoicing and Payment Policy, we grant a license to you and/or your Authorized User(s) to use the Tyler Software to process Authorized Disputes (the “Permitted Purposes”). The Tyler Software will be made available through a website located at a URL that we will provide you, which URL we may change from time to time upon no less than ten (10) days’ notice to you. You may be provided access to an additional copy of the Tyler Software for testing purposes, so long as such copy is not used in production and the testing is for internal use only, and so long as such copy is destroyed when payment on subscription fees is suspended. The license to use the Tyler Software is coterminous with the duration of subscription fee payments, but may be revoked if you and/or your Authorized Users do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by you and/or your Authorized Users for non-commercial reference purposes only.
- 1.3 You and/or your Authorized Users may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; (d) publish or otherwise disclose the Tyler Software or Documentation to third parties; or (e) attempt to interfere with or disrupt the Tyler Software or gain access to any systems or networks that connect thereto, except as required to access the Tyler Software.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you under the Maintenance and Support Terms.
- 1.5 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and



Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

- 1.6 We do not own, or have any rights in or to any Case Data and Configuration Data. To the extent you have provided that data to us, you grant us a limited, royalty free, irrevocable license to use that Case Data and/or Configuration Data for the term of this Agreement, but only so long as such use relates to our performance under this Agreement and subject to the confidentiality provisions set forth below. We own all Usage Data.
2. Subscription Fees. You agree to pay us the subscription fees in the amounts set forth in the Investment Summary, and thereafter at our then current rates, as further described in the Invoicing and Payment Policy.
3. Limited Warranty; Case Data Storage and Restoration. We warrant that the Tyler Software will be without Defect(s) as long as the fees set forth in the Investment Summary are timely paid, such that the Maintenance and Support Terms are in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Terms. We will use commercially reasonable efforts to store Case Data for up to 90 days after a dispute is resolved or is otherwise no longer active. In the event any Case Data is lost or corrupted because of a Defect in the Tyler Software, we will use commercially reasonable efforts to restore the lost or corrupted Case Data from the latest backup maintained by us in accordance with our procedures. We will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of case data that is not caused by us. OUR OBLIGATIONS SET FORTH IN THIS PARAGRAPH CONSTITUTE OUR SOLE LIABILITY AND YOUR SOLE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CASE DATA.
4. Acceptable Use Policies. You acknowledge and agree that we do not monitor or police communications or data transmitted through the Tyler Software, and we are not responsible for the content of any such communications or transmissions. You will only use the Tyler Software for the Permitted Purposes, and consistent with all applicable laws, regulations, and third-party rights. You shall not use the Tyler Software to transmit any bulk unsolicited commercial communications. You shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users under your direction or control keep confidential and not disclose to any third parties, any user identifications, account numbers, and account profiles associated with the Tyler Software. In addition, you shall ensure that Authorized Users under your direction or control comply with terms and conditions governing their access and use of the Tyler Software that are at least as restrictive as the terms and conditions set forth herein, and you acknowledge that Authorized Users agree to the Terms of Service made available on the Tyler Software platform through their use of the Tyler Software. We reserve the right to suspend or terminate the access of an Authorized User to the Tyler Software if we reasonably determine that the Authorized User has violated the terms and conditions of this Agreement and/or the Terms of Service. We will notify you in writing in the event of any such suspension or termination and, where practicable, we will provide you notice of our intent to suspend or terminate so that you may attempt to cure the Authorized User's violation.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, if any. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, the scope of services and any related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), and we have incurred non-refundable expenses on your behalf, we reserve the right to seek reimbursement of those expenses from you.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide fee-based services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to perform under this Agreement, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement and providing us with a copy of all applicable rules governing online dispute resolution. If no such rules are in effect as of the Effective Date, you agree to use reasonable efforts to promptly adopt guidelines and obtain any necessary legislative or other rules governing online dispute resolution. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You agree to notify your Authorized Users of the availability of the Tyler Software for their use, and to use reasonable efforts to engender broad public awareness within the impacted community. To the extent you are integrating the Tyler Software with your case management system, you agree to provide the necessary infrastructure, including servers, data storage, and networks to send and receive data and to store documents created through the Tyler Software within your case management system.
8. Tyler Software Availability. For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement, the Tyler Software will be available according to the terms set forth in our then-current Service Level Agreement. Our current Service Level Agreement is set forth at Schedule 2 to Exhibit C. Notwithstanding the foregoing, you understand and agree that access of the Tyler Software is dependent upon access to telecommunications and internet services. You and/or your Authorized Users shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware

and software required to access the Tyler Software, including, without limitation, any and all costs, fees, expenses and taxes of any kind relating to the foregoing. We will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and/or Internet services.

SECTION D – MAINTENANCE AND SUPPORT

For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement according to the Invoicing and Payment Policy, we will provide maintenance and support services for the Tyler Software under the Maintenance and Support Terms. If subscription fees are not timely paid, the Maintenance and Support Terms do not apply.

SECTION E – THIRD PARTY PRODUCTS

The Tyler Software may include embedded third-party software, which is included as part of your license to the Tyler Software. To the extent we make available unembedded third-party software or third-party hardware, you may be required to agree to license and other terms related to those third party products. In such event, we will provide you with the appropriate documentation.

SECTION F – TERM, EXPIRATION AND TERMINATION

1. Renewal and Expiration of Subscription. This Agreement shall be effective as of the Effective Date, and shall continue for the term set forth in the Investment Summary. Thereafter, the Agreement shall automatically renew annually. You must give us no less than sixty (60) days' advance written notice, prior to the expiration of the then-current term, of your intent to not renew this Agreement. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of expiration. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.
2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Exhibit B. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Exhibit B. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Lack of Appropriations. To the extent you are funding the fees set forth in the Investment Summary through an appropriation, and if you should not appropriate or otherwise receive funds sufficient to pay those fees, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.
4. Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of

previously paid license and other fees.

5. Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the license grant set forth in Section B shall immediately terminate. We may destroy or otherwise dispose of any Case Data in our possession unless we receive, no less than ten (10) days after the effective date of expiration or termination (or, as applicable, the Completion Period) a written request for delivery to you of our most-recent back-up of Customer Data. We will use reasonable efforts to deliver that back-up to you within thirty (30) days of your written request, and you shall pay all reasonable expenses associated therewith.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; (b) your violation of a law applicable to your performance under this Agreement; or (c) injury, damage or loss arising out of or relating to an Authorized User's use of the Tyler Software in a manner not warranted by us in this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY REGARDING THE RESULTS THAT WILL BE OBTAINED THROUGH ACCESS AND USE OF THE TYLER SOFTWARE, OR THAT THE TYLER SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. WE SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO ERRORS OR OMISSIONS IN ANY INFORMATION MADE AVAILABLE THROUGH THE TYLER SOFTWARE IN CONNECTION WITH AN AUTHORIZED DISPUTE, OR ANY USE OF ANY THIRD-PARTY PRODUCTS, SERVICES OR WEBSITES THAT ARE ACCESSED VIA LINKS WITHIN THE TYLER SOFTWARE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED TOTAL FEES PAID UNDER THIS AGREEMENT IN THE ONE-YEAR PERIOD PRIOR TO THE DATE THE CLAIM ACCRUED. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree 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. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will

automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional case types and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then we will refer the dispute to a mutually agreeable mediator.
3. Taxes. Unless expressly stated otherwise, the fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. To the extent applicable, we have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Subcontractors. We subcontract certain development and configuration services to contractors outside the United States.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, 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.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Data Security. We adhere to industry standards and best practices in administering security protocols and user authentication in the Tyler Software. We are not responsible, however, for the care you and/or your Authorized Users do or do not take in protecting your usernames and passwords, nor the security protocols and user authentications you and/or your Authorized Users administer.
17. 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;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (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; 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.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Venue and Governing Law. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, including applicable U.S. federal law, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement shall be brought in the state and federal courts situated in or presiding over Williamson County, Texas, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Maintenance and Support Terms
	Schedule 1: Support Call Process
	Schedule 2: Service Level Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

WILLIAMSON COUNTY, TEXAS

By: Bruce Graham
Name: BRUCE GRAHAM
Title: PRESIDENT, TYLER C&J
Date: 5/23/2018

Address for Notices:

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

By: Valerie Covey
Name: Valerie Covey
Title: County Presiding Officer
Date: 6/5/18

Address for Notices:

Williamson County, Texas
710 S. Main Street, Ste. 101
Georgetown, TX 78626
Attention: County Judge



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Licenses		
Hosting Term		
5 years		
Transaction Fees		
Modria - Online Dispute Resolution	<u>Max Cases</u>	<u>Fee (Per Case)</u>
<u>List Case Types</u>		
Traffic	unlimited	\$10
Small Claims	unlimited	\$30
Civil/Family	unlimited	\$60
Professional Services		
Standard implementation services for the case types listed above are included.		

You may add any of the case types listed above at any time during the term of this Agreement by issuing a written notice-to-proceed to us. Upon our receipt of such a notice-to-proceed, we will work with you to schedule the project and create an implementation plan for the applicable case types.

A discount as detailed below will be applied for each case type that meets the following conditions:

Cases Filed Annually	Additional Discount	Total Discount, if Mandatory
25,000+ cases	10%	30%
50,000+ cases	20%	40%
100,000+ cases	30%	50%

Any discount will be applied to cases filed during the one-year period following the year in which the discount conditions were met.



Exhibit B

Invoicing and Payment Policy

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice the fees in the Investment Summary as set forth below.

Subscription Fees: The subscription fees set forth in the Investment Summary are payable as a transaction fee, split evenly by each party to an Authorized Dispute. Those fees include the licensed access to the Tyler Software, maintenance and support services, and professional services. We will hold that rate for five years from the Effective Date. Upon expiration of that period, the fees will be at our then-current rates, except as otherwise mutually agreed to.

Expenses. The fees set forth in the Investment Summary do not include travel expenses, as our standard implementation approach does not require services to be performed on site. If you request that we perform onsite services, we will provide you a quote for the estimated additional costs and a copy of our then-current Business Travel Policy. We will not perform onsite services until you have approved the quote. We will bill you actual expenses incurred in accordance with our Business Travel Policy.

Payment. Where fees are invoiced to you, payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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



Exhibit C

Maintenance and Support Terms

We will provide you with the following maintenance and support services for the Tyler Software for so long as the subscription fees set forth in the Investment Summary are timely paid. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Tyler Responsibilities.

- 1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you or your Authorized Users modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
- 1.2 provide support during our established support hours;
- 1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
- 1.4 keep your production environment on the then-current version or immediately prior version along with the appropriate documentation that we make generally available without additional charge; and
- 1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy; and
- 1.6 provide help desk services to Authorized Users as set forth in our then-current terms of service. Those terms will be provided to Authorized Users in the form of a click-thru agreement.

2. Client Responsibilities.

- 2.1 log a Defect according to the Support Call Process, you must provide initially or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect; and
- 2.2 You agree to establish an internal help desk or its equivalent with subject matter experts on the Tyler Software, your infrastructure, and your business processes for your internal users. You agree to filter internal issues through your help desk to eliminate any issues that are unrelated to the Tyler Software, including but not limited to issues related to your infrastructure, your custom configurations and business processes, and/or data problems not caused by the Tyler Software. Any technical or other issue for which you request services, but which is not a Defect, shall be treated as a request for other services.



3. Hardware and Other Systems. If, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.
4. Other Excluded Services. The fees set forth in the Investment Summary do not include (a) onsite maintenance and support (b) maintenance and support of an operating system or hardware; or (c) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1. For the avoidance of doubt, this Support Call Process applies only to you; Authorized Users are not authorized to contact the Tyler Help Desk except as provided in Section 1.6 above.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
- (2) Program Updates – where development activity is made available for client consumption
- (3) Tyler University –online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 7 AM to 7 PM Central Time (Monday – Friday). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the definitions below. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions. It is critical that an incident is assigned the appropriate priority to facilitate the accounting of the SLA requirements. If, in Tyler's reasonable discretion, the client has not correctly set the priority of the incident per the chart, Tyler may assign a different priority, using the chart below. Tyler will notify the client of its intent to do so.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.



Exhibit C
Schedule 2
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Tyler Software. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you directly with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current subscription fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the subscription fee for the next billing cycle, except where fees are payable per transaction by Authorized Users, in which case we will issue payment to you, as set forth above. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99.5%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.