EFFECTIVE SEPTEMBER 2026

Please refer to Attachment D – End User License Agreements to the Tyler Technologies, Inc. Master Contract #AR3764, for the terms and conditions effective as of the date of execution of the Contract, April 19, 2022. New or updated terms and conditions will be contained in the document below and made part of Attachment D.

For questions or inquiries related to the Contract and/or the terms and conditions contained within this document, please contact:

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ID.me Master Verification Services Agreement

MASTER VERIFICATION SERVICES AGREEMENT

This Verification Services Agreement (the "Agreement") is made as of [date] (the "Effective Date"), by and between ID.me, Inc., a Delaware corporation with a principal place of business at 8280 Greensboro Drive, McLean, VA 22102 ("ID.me") and [insert partner full name], a [insert partner state of incorporation, type of incorporation (company, corporation, limited liability company)] with a principal place of business at [insert partner address] ("Partner") (each a "Party" and collectively, the "Parties"). Each Party includes its employees, directors, officers, agents and subcontractors.

W I T N E S S E T H:

WHEREAS, ID.me provides certain services to permit its partners to verify and/or authenticate Service End Users' identity and/or group affilition (as defined below), (collectively, the "Verification Services"); and

WHEREAS, Partner desires to utilize the Verification Services;

NOW, THEREFORE, for the mutual covenants set forth in this Agreement and in exchange for good and valuable consideration, the adequacy and receipt of which are acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall have the following meanings:

1.1. "Affiliate" means any individual, corporation, company, partnership, joint venture firm and/or entity which controls, is controlled by or is under common control with a Party. For purposes of this Section, "control" means (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the power to direct the management and policies of such non-corporate entities.

1.2. "Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") (a) that is marked as confidential or transmitted with notice verbally as to its confidential nature, (b) the terms and conditions of this Agreement, (c) information that in the course of dealing the Disclosing Party makes reasonable efforts to protect from disclosure to third parties, regardless of the medium or media on which such information is stored, recorded, conveyed, or communicated, including without limitation, (i) production figures; (ii) technical drawings, designs, and unpublished specifications; (iii) ideas for research and development; (iv) computer software (including software that is proprietary to third parties and as to which Partner or ID.me, as applicable, has undertaken non-disclosure obligations to such third parties); (v) inventions, whether or not patentable; (vi) cost, profit, and other financial data; (vii) trade secrets; (viii) information to which a Party has access while on the other Party's business premises or while using or accessing the other Party's technology systems; (ix) information that is confidential or proprietary to third parties to which the Disclosing Party knows or should have known was subject to confidentiality; and (x) any other proprietary and/or confidential information which may relate to the services, products, technology, trade secrets, know-how, and/or other valuable business or technical information of a Party, whether disclosed prior to or after the Agreement Effective Date. The Parties agree that the ID.me Platform and all information contained therein are deemed to be Confidential Information of ID.me.

1.3. "Derivative" means any improvement, discovery, innovation, enhancement, derivative work, or modification of or to any Pre-Existing Technology that is made solely by or on behalf of one Party without contribution from the other Party.

1.4. "Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing

or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent access or use of the ID.me Platform as intended by this Agreement or as available to ID.me's other partners.

1.5. "ID.me API" means ID.me's application programming interface and accompanying documentation, code and related materials.

1.6. "ID.me Information" means (a) ID.me Personal Information, data, information and/or other content provided directly to ID.me by a Service End User who is or becomes an ID.me User; (b) all Personal Information, data, information and/or other content stored in the ID.me Platform; (c) any information, data, Personal Information and/or other content obtained by ID.me at any time, from any entity other than Partner, excluding the Verification Responses, and concerning the ID.me User that identifies or can be used to identify a Person; (d) any information, data, Personal Information and/or other content derived from ID.me's monitoring of Partner's access to or use of the Verification Services, including Resultant Data; and (e) ID.me Confidential Information. For clarity, ID.me Information does not include any information, data, Personal Information and/or other content provided directly by Partner.

1.7. "ID.me Personal Information" means Personal Information provided to ID.me directly by an ID.me User and/or any other third party source, other than Partner, prior to or within the course of ID.me's performance under this Agreement.

1.8. "ID.me Platform" means (a) ID.me Systems used by or on behalf of ID.me in generating and providing the Verification Services, including but not limited to, any ID.me Information contained therein and any information obtained by ID.me directly, from Service End Users and third parties; (b) ID.me API; (c) ID.me Verify and branded logins (whether operated directly by ID.me or through the use of third party services), if applicable; (d) the ID.me Trademarks and/or ID.me Intellectual Property contained and/or used to create Verification Responses; (e) Resultant Data; and/or (f) any information, data or other content derived from ID.me's monitoring of Partner's access to, or use of, the Verification Services.

1.9. "ID.me Systems" means (a) ID.me's information technology infrastructure, including but not limited to, all computers, software, hardware, databases (including database management systems and all ID.me Information and ID.me Personal Information stored therein), electronic systems and networks, Pre-Existing Technology and Derivatives; and (b) ID.me's technology stack.

1.10. "ID.me User" means any Service End User (a) who prior to this Agreement is an ID.me account holder who chooses to verify their identity and/or group affilition through their pre-established ID.me account; (b) during the Term of this Agreement, establishes an ID.me account for a purpose unrelated to this Agreement; or (c) who, when prompted to use a log-in under this Agreement, chooses to use the ID.me branded log-in to verify their identity and/or group affiliation by establishing an ID.me account. In establishing an ID.me account under (a), (b) or (c), the Service End User becomes an ID.me User and agrees to abide by ID.me's Terms of Service and applicable Privacy Policies.

1.11. "ID.me Verify" means the verification process used by ID.me to verify ID.me User identity and/or group attributes, whether through the ID.me Platform or API calls to authoritative data sources.

1.12. "Identification Scan" means through the use of a webcam or mobile device reading the bar code or similar identification mechanisms of the ID.me User's ID Document (as defined in the Order Form).

1.13. "Intellectual Property Rights" means any and all registered or unregistered rights granted, applied for or now known or hereafter existing: (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of Law, by contract or license, or otherwise; (f) all similar or equivalent rights or forms of protection in any part of the world; and (g) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.14. "Laws" means all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official

releases of or by any government, or any authority, department or agency thereof or self-regulatory organization, including Privacy Laws, as applicable to ID.me and the Services.

1.15. "Order Form" means a written document signed by the Parties listing any Services to be provided under this Agreement and fully incorporated herein.

1.16. "Partner Information" means (a) Partner Personal Information; (b) Partner Confidential Information; (c) Partner Products; (d) Partner Intellectual Property; (e) Partner Website; and (f) Verification Responses.

1.17. "Personal Information" means (a) information provided to ID.me in the course of ID.me's performance under this Agreement that alone or in combination identifies or can be used to identify an individual, including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers, employee identification numbers, government-issued identification numbers (including social security numbers, driver's license numbers or state-issued identification numbers), passwords or PINs, financial account numbers, credit card numbers, debit card numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers; or (b) that is otherwise defined by applicable Laws as personally identifiable information.

1.18. "Partner Personal Information" means Personal Information provided to ID.me directly by the Partner or Partner Affiliate in the course of ID.me's performance under this Agreement. For the avoidance of doubt, Personal Information of Service End Users who have chosen to become ID.me Users through Verification Services provided under, or outside of, this Agreement belongs to ID.me and/or the ID.me User as governed by the ID.me Terms of Service and applicable Privacy Policies.

1.19. "Partner Products" means any product or service, whether created or developed by Partner or by a third party, sold by Partner (through its Partner Websites) to Partner Customers.

1.20. "Partner Websites" means the digital properties, to include websites and mobile applications, of Partner.

1.21. "Person" means a corporation, limited liability company, partnership or other entity or an individual person.

1.22. "Privacy Laws" means laws, in any jurisdiction applicable to ID.me and as related to Services provided by ID.me that relate to: (i) the confidentiality, collection, use, handling, processing, storage, security, protection, transfer or free movement of personal data, personally identifiable information, customer information, or patient information; (ii) electronic data privacy; (iii) data protection; or (iv) breach notification.

1.23. "Pre-Existing Technology" means technology, know-how and Intellectual Property Rights owned or developed by a Party (or to which such Party has a license to use, other than pursuant to this Agreement) prior to the development efforts undertaken hereunder by the Party, and all intellectual property rights inherent therein.

1.24. "Resultant Data" means data and information related to Partner's use of the ID.me Platform that is used by ID.me in an aggregate and anonymized manner to compile statistical and performance information related to the provision and operation of the Services.

1.25. "Service End User" means any Person who engages in the use of Verification Services through ID.me's branded login, Identification Scans, or similar mechanisms.

1.26. "Services" means the Verification Service or other services provided by ID.me to Partner, as specified in an Order Form.

1.27. "Termination Date" means the date on which this Agreement terminates or expires, as set forth in this Agreement.

1.28. "Verification Response" shall be as defined in Section 2.1. As between ID.me and Partner, Partner shall own the Verification Responses provided to Partner, subject to the limitations in Section 2.2(g) & (h), and ID.me will continue to own the information in the ID.me User's account in the ID.me System.

ARTICLE II –RESPONSIBILITIES OF THE PARTIES

2.1. ID.me Responsibilities.

(a) Pursuant to a license, ID.me shall provide Partner access to the ID.me Platform for the provision of certain Verification Services as specified on an applicable Order Form. ID.me will verify data submitted by ID.me Users against information within the ID.me Platform and/or other authoritative data sources available to ID.me providing a response to Partner (the "Verification Response"). Partner shall access the Verification Responses through the ID.me Platform and such Verification Responses shall be owned by the Partner, subject to the limitations in Section 2.2(g) & (h), and ID.me will continue to own the information in the ID.me User's account in the ID.me System. Any additional information ID.me collects for purposes of verification that was not already stored by ID.me shall be added to and maintained in the ID.me User account and/or ID.me Systems, at ID.me's sole discretion, and this information along with the information in the ID.me User's account in the ID.me System is ID.me Information.

(b) ID.me will provide ID.me Users access to a "Frequently Asked Questions" page hosted and curated by ID.me.

(c) ID.me will provide the Verification Response to Partner only after obtaining consent from the ID.me User who, in each case, authorizes ID.me to send the Verification Response and the Verification Response is limited to the amount of Personal Information to which the ID.me User gives consent and as stated in the Order Form. The Verification Response to Partner shall be in the form specified on the Order Form.

(e) ID.me retains Personal Information provided in the ID.me Platform until such time as: (1) the ID.me User requests the information and/or their account to be deleted; or (2) it is deleted pursuant to ID.me's records retention policies. Notwithstanding the foregoing, ID.me will also retain Personal Information as required by Law.

(f) ID.me cannot guarantee every verification attempt will be successful and, if stated in the Order Form, ID.me will use commercially reasonable efforts to indicate for Partner when an ID.me Users' identity and/or group affiliation cannot be verified.

(g) If ID.me makes any modifications to the Services and/or the ID.me Platform that will result in a material change to any Services under this Agreement, ID.me shall use commercially reasonable efforts to provide advance notice to Partner and provide Partner with such reasonable assistance as it may require to ensure continued uninterrupted use of the Services.

(h) ID.me Treatment of Personal Information.

(1) Personal Information Received Directly from Partner. Any Partner Personal Information directly transferred by Partner to ID.me is owned by Partner. ID.me shall comply with the terms and conditions of this Agreement in its handling of such Partner Personal Information and shall be responsible for and remain liable to Partner for any mishandling of Partner Personal Information under its control or in its possession (collectively, "Unauthorized Personal Information Handling"), excluding any such Unauthorized Personal Information Handling caused by Partner's misconduct except to the extent required by Law. ID.me agrees that it shall (A) keep and maintain all Partner Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; and (B) only use and disclose any Partner Personal Information solely for the purposes of providing Services under this Agreement, as authorized by Partner, or as authorized or required by a data subject or applicable Law. ID.me shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available any Partner Personal Information for ID.me's own purposes, unless it obtains the Partner's consent; and (C) not, directly or indirectly, disclose any Partner Personal Information to any third party without express written consent from Partner or as authorized or required by a data subject or applicable Law.

(2) Personal Information Received Directly from Sources Other than Partner. Information given directly to ID.me by sources other than Partner, and/or obtained directly by ID.me from Service End Users and/or third parties in the course of ID.me's performance under this Agreement shall (A) be stored in the ID.me Platform; (B) belong to ID.me and/or the ID.me User as governed by the ID.me Terms of Service and applicable Privacy Policies; and (C) not be subject to the provisions of Section 2.1(h)(1).

(i) ID.me represents and warrants that its use of ID.me Personal Information complies with all applicable Privacy Laws as well as all other applicable regulations and directives.

2.2 Partner Responsibilities.

(a) Partner will provide ID.me access to (i) Partner's website to deliver ID.me's branded login, if applicable; (ii) any access points required to access Partner's Products through any mobile phone or tablet platform; and (iii) any other reasonable access needed to perform ID.me's obligations under this Agreement.

(b) Partner will integrate ID.me's branded login according to the design asset guidelines specified by ID.me at: https://developers.id.me/brand-assets.

(c) Partner will integrate a "What is ID.me?" hyperlink pointing to an ID.me hosted Frequently Asked Questions page underneath ID.me's branded login.

(d) Partner will integrate the ID.me API according to the standards specified by ID.me at: https://developer.id.me/. Partner will ensure that each access grant or access token, as applicable, provided to Partner by the ID.me API on behalf of Service End Users also results in a subsequent API call to ID.me to complete verifications. If Partner creates a production application that does not meet the ID.me API specifications (an "Improper Integration"), Partner may incur additional fees. Partner will have ten (10) business days to cure an Improper Integration after notification in writing by ID.me before any additional fees will be assessed. Assessed fees shall be included in the next applicable invoice to Partner for payment in accordance with the invoice requirements.

(e) Partner is responsible for maintaining their own audit logs. ID.me is not responsible for maintaining the verified identity and/or group affiliation that ID.me sends to the Partner in the Deliverables and Verification Responses.

(f) Partner is responsible for compliance with any security and Privacy Laws with respect to Partner Personal Information and other personally identifiable information.

(g) Partner shall not intentionally make the ID.me branded login, or any ID.me Services, available to users located outside of the United States.

(h) Partner may not disclose, transfer, sell, distribute or otherwise deliver to any other Person any Verification Response(s) with respect to any Service End User or any lists, databases or similar compilations derived from the Verification Response(s); it being understood that the Verification Response(s) may be used, saved and retained by Partner only for the limited purposes expressly set forth in this Agreement. Notwithstanding the preceding sentence, nothing contained herein shall be deemed to prevent Partner from collecting and retaining customer data from any Service End User in Partner's normal course of business.

(i) Partner may not disclose, transfer, sell, distribute, share or otherwise re-disclose any Verification Responses (or any other information obtained from ID.me related to any Service End User, or any other Person), whether for sale or free of charge, except to the Service End User to whom such Verification Response (or other information) relates.

ARTICLE III – LICENSE

3.1. License to ID.me Platform. Subject to payment of all applicable Fees, as well as Partner's compliance with all the terms and conditions of this Agreement, ID.me grants to Partner a non-exclusive, non-transferrable, non-sub-licensable, revocable, limited license to access, display, and use the ID.me Platform for the limited purpose of confirming and verifying the identity and/or group affiliation of Service End Users.

3.2. Use Restrictions. Partner shall not:

(a) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works or improvements of the ID.me Platform or otherwise attempt to derive or gain access to the source code;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any portion of the ID.me Platform or Verification Responses to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) access or use the ID.me Platform or Verification Responses for purposes of competitive analysis, or the development, provision, or use of a competing software, service or any other purpose that is to ID.me's detriment or commercial disadvantage;

(d) bypass or breach any security device or protection used by the ID.me Platform, forge headers or otherwise manipulate URLs or keys in order to disguise the origin of data transmitted through ID.me API, or access or use the Licensed Materials except for ID.me User's access and use of their own credentials;

(e) damage, destroy, disrupt, disable, impair, interfere with, input, upload, transmit, or otherwise provide to or through the ID.me Platform any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code or otherwise impede or harm in any manner the ID.me Platform or ID.me's provision of services to any third party;

(f) remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from ID.me Information, including any copy thereof;

(g) access or use the ID.me Platform or Verification Responses in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;

(h) upload, post, collect or store personal data about other users unless specifically authorized by such users; or provide, procure or permit third party access to the ID.me Platform unless expressly authorized by ID.me; and

(i) otherwise access or use the ID.me Platform or Verification Responses beyond the scope of the authorization granted under this Section and/or in this Agreement.

3.3 Any creation of intellectual property rights under this Agreement shall automatically vest in ID.me and inure solely to ID.me's benefit. Any unauthorized use of ID.me's Platform shall constitute a material breach of this Agreement and, ID.me may, in its sole discretion, immediately suspend or terminate Partner's access to the ID.me Platform.

3.4 If Partner becomes aware of any actual or threatened activity prohibited by Section 3.2, Partner shall, and shall cause Partner Customers, Service End Users, and ID.me Users to, immediately: (a) take all reasonable and lawful measures within their control to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the ID.me System and permanently erasing from their systems and destroying any data to which any of them have gained through unauthorized access); and (b) notify ID.me of any such actual or threatened activity.

3.5 Except for the limited rights granted under this Agreement, ID.me shall maintain sole control over the ID.me Platform.

ARTICLE IV – PRICING

4.1 Fees.

(a) Fees will be invoiced in accordance with the Order Form and invoices will be emailed to Partner's email address registered with ID.me. Unless stated otherwise in the applicable Order Form, undisputed amounts are payable in U.S. dollars thirty (30) days after Partner's receipt of the invoice. Failure to pay undisputed amounts when due may result in termination of the Services. Prior to termination, ID.me will provide notice of suspension. If all fees owed are not paid within five (5) days of receipt of notice, ID.me may suspend or terminate the Services in its discretion. Notwithstanding the foregoing, Enterprise Activation/Integration, Improper Integration, and any other pre-paid Fees are billed in advance.

(b) Unless specifically stated otherwise in the Order Form, Fees will automatically renew on the anniversary of the applicable Order Form's Effective Date unless Partner cancels auto-renewals in accordance with the terms of this Agreement. Such cancellation shall take effect at the expiration of the relevant anniversary of the applicable Order Form's Effective Date.

4.2. Fee Reports and Disputes. In addition to the invoice, upon Partner request, ID.me can provide a report that sets forth the calculation of Fees invoiced. If Partner disputes in good faith any invoice or portion thereof, the Parties will cooperate in good faith to resolve the dispute in accordance with Section 12.6 hereof. Partner shall pay all undisputed fees while the Parties work in good faith to resolve the dispute related to other fees.

4.3. Taxes. Unless tax exemption documentation is provided to ID.me, Partner is responsible for any taxes (other than ID.me's income tax and ad valorem tax), duties or other charges associated with the Services, including any related penalties or interest (collectively, "Taxes"). Partner will pay ID.me the Fees for Services without any reduction for Taxes. If ID.me is obliged to collect or pay Taxes, the Taxes will be invoiced to Partner, unless Partner provides ID.me with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If Partner is required by Law to withhold any Taxes from payment to ID.me, Partner must provide ID.me with an official tax receipt or other appropriate documentation to support such payments.

4.4. Price Changes. ID.me may change Fees at any time, provided that, for Fees billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of Partner's subscription. ID.me will provide Partner with reasonable prior written notice of any change in Fees to give Partner an opportunity to cancel Partner's subscription before the change becomes effective.

ARTICLE V – INTELLECTUAL PROPERTY; TRADEMARKS

5.1 ID.me Intellectual Property Rights. ID.me shall retain all right, title, and interest in and to ID.me's Pre-Existing Technology and any Derivative made by or for ID.me ("ID.me Derivative") and any Intellectual Property Rights related thereto. ID.me shall have the exclusive right, and shall be solely responsible, to apply for or register, maintain and bear all costs and expenses associated with any patents, mask work rights, copyrights, and such other proprietary protections with respect to ID.me's Pre-Existing Technology and ID.me Derivatives. Partner shall execute such documents, render reasonable assistance, and take such other actions as ID.me may reasonably request, at ID.me's expense, to apply for, register, perfect, confirm, and protect ID.me's rights in the foregoing. Without limiting the scope of the foregoing, Partner agrees and acknowledges that all ownership rights in and to the ID.me Platform, and all Intellectual Property Rights therein, shall remain with ID.me and (as applicable) its licensors, and Partner shall only have the limited rights of use thereof as expressly set forth in this Agreement. All other rights in or to the ID.me Platform are expressly reserved by ID.me.

5.2 ID.me Trademarks. ID.me's trade names, trademarks and branding (the "ID.me Trademarks") are the sole property of ID.me, and Partner shall not assert any claim of ownership to the ID.me Trademarks or otherwise interfere with ID.me's sole and exclusive rights to said ID.me Trademarks. Any use and display of ID.me Trademarks by Partner shall inure to the benefit of ID.me. During the Term, each Party grants to the other Party a non-exclusive, worldwide, royalty-free, non-transferable limited license to use the other Party's trademarks as required for performance under this Agreement.

5.3 Partner Intellectual Property Rights. Partner shall retain all right, title, and interest in and to Partner's Pre-Existing Technology and any Derivative made by Partner or for Partner ("Partner Derivative") and any Intellectual Property Rights related thereto. Partner shall have the exclusive right, and shall be solely responsible, to apply for or register, maintain, and bear all costs and expenses associated with any patents, mask work rights, copyrights, and such other proprietary protections with respect to Partner's Pre-Existing Technology and Partner Derivatives. ID.me shall execute such documents, render reasonable assistance, and take such other actions as Partner may reasonably request, at Partner's expense, to apply for, register, perfect, confirm, and protect Partner's rights in the foregoing. Furthermore, ID.me agrees that Partner's trade names, trademarks and branding ("Partner Trademarks") are the sole property of Partner. ID.me agrees that it shall not assert any claim of ownership to the Partner Trademarks or otherwise interfere with Partner's sole and exclusive rights to said Partner Trademarks. Any use and display of Partner Trademarks by ID.me shall inure to the benefit of Partner.

ARTICLE VI - CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Treatment of Confidential Information. Each Party agrees that it will hold all Confidential Information it receives in strict confidence using the same degree of care as it uses to protect its own Confidential Information. Confidential Information shall be used solely for the proper performance of obligations under this

Agreement. Confidential Information may be shared with Receiving Party's agents or employees with a need-to-know so long as such information is held to the same standards of confidentiality herein and Receiving Party remains liable for any disclosures of Confidential Information in violation of this Article. Receiving Party shall not duplicate Confidential Information, except as reasonably necessary to perform its duties under this Agreement, or remove or destroy any proprietary or copyright notice appearing on Confidential Information. Unauthorized disclosure of Confidential Information by a Party is a material breach of the Agreement that will result in irreparable harm for which monetary damages may be insufficient. The non-breaching Party, in addition to all other rights and remedies permitted under applicable Law, may seek an immediate injunction by a court of competent jurisdiction without proof of actual damages and without needing to post a bond.

6.2 Return/Destruction of Confidential Information. Upon termination or expiration of the Agreement and at the request of the Disclosing Party, the Receiving Party shall destroy or return all Confidential Information in its possession; provided that, Confidential Information may be retained by a Party for archival and internal document retention purposes or, if held electronically and not severable from the retaining Party's data, retained in accordance with internal retention periods or as required by Law. Confidential Information shall remain subject to the confidentiality restrictions in this Agreement for so long as such information is retained.

6.3 Exclusions. The provisions of Section 6.1 shall not apply to any information which (a) was known to a Party prior to disclosure under this Agreement or independently developed without reference to the other Party's Confidential Information, as evidenced by written record; (b) was disclosed by an unaffiliated third party with a right to disclose such information; and (c) was already in the public domain or published through no fault of the Receiving Party. If a Party is legally compelled to disclose Confidential Information by applicable Laws, judicial order or government regulations, the Receiving Party shall, to the extent permissible, provide prompt and prior written notice to the Disclosing Party of such disclosure request, including, if known, identification of the documents requested and demanded, in order that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy with Receiving Party's cooperation. If Receiving Party must still disclose any Confidential Information, Receiving Party shall only disclose so much as is legally required with a request for confidential treatment where available.

6.4 Survival of Confidentiality Obligations. The foregoing confidentiality obligations of the Parties shall remain binding on both Parties after termination of the Agreement for a period of three (3) years.

ARTICLE VII - TERM AND TERMINATION

7.1 Term of the Agreement. This Agreement shall commence as of the Effective Date and shall continue thereafter until (i) terminated by operation of the Parties in accordance with this Section 7 or (ii) terminated automatically if there is no active Order for Services. This Agreement shall remain in full force and effect so long as Services are provided pursuant to an active Order.

7.2 Term for Services. Services shall be provided in accordance with the Order Form which shall renew for subsequent periods as specified in the Order Form until such time as the Order is terminated in accordance with this Section 7.

7.3 Termination for Breach. Upon any material breach of this Agreement, the non-defaulting Party may terminate this Agreement upon thirty (30) days written notice to the breaching Party, unless within said thirty (30) day period the Breaching Party shall have cured such breach.

7.4 Termination Due to Infringement. ID.me may immediately discontinue, upon written notice and without liability, access to the ID.me Platform if continued use would constitute infringement of Intellectual Property Rights or if the use thereof is enjoined.

7.5 Termination Upon Insolvency Proceedings. A Party may immediately terminate this Agreement if the other Party enters into a bankruptcy proceeding, receivership or makes any voluntary arrangement with its creditors or if the Insolvent Party ceases or threatens to cease to carry on business.

7.6 Consequences of Termination.

(a) Upon the expiration or Termination Date of this Agreement:

(i) Partner will pay ID.me all earned but unpaid Fees as of the Termination Date;

(ii) To the extent that termination occurs due to: (a) a mutual termination pursuant to Section 7.2; or (b) (i) Partner's breach under Section 7.3; (ii) Partner's action that is the basis of the potential infringement claim under Section 7.4; and/or (iii) Partner's insolvency proceeding under Section 7.5, the full annual Platform Fee will be due in its entirety for the calendar year in which such termination occurs, with a due date on or before the Termination Date, except where prohibited by law.

(iii) All previously paid Fees are non-refundable, except as provided in this Agreement or as required by Law;

(iv) All licenses granted hereunder shall immediately terminate, and Partner and Partner sublicensees shall immediately cease use of the ID.me Platform and branded log-ins; and

(v) Partner shall return any hardware or remove any software provided by ID.me to Partner within thirty (30) days of the Termination Date. Partner shall have the option to purchase any hardware provided from ID.me upon the mutual agreement of both parties, subject to any restrictions therein.

(b) The provisions of Articles I and IV through XII will survive the expiration or termination of this Agreement.

(c) Termination or expiration of this Agreement shall not eliminate any liability arising out of conduct prior to the actual date of termination or expiration, and either Party may pursue any remedies available with respect to such liabilities. In addition, notwithstanding the termination or expiration of this Agreement, any provisions of this Agreement specifically providing for survival shall continue in full force and effect.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES

8.1 Authorization; Compliance with Laws. Each Party represents and warrants to the other (a) that it has the legal right, authority and power: (i) to enter into this Agreement; (ii) to extend the rights granted or to be granted to the other in this Agreement; and (iii) to fully perform its obligations hereunder, and (b) that it has not made and will not make any commitments to others in conflict with or in derogation of such rights or this Agreement, and (c) it will comply with all applicable Law.

8.2 Partner Representations. Partner represents and warrants that Partner shall use the ID.me Platform solely in accordance with the limited license granted. Partner shall not use the ID.me Platform or Verification Services in any way which: (a) violates or infringes any other Person's Intellectual Property Rights, or any privacy or other right of any third party or which violates applicable Law; or (b) use the ID.me System and/or cause any circumstance as described in Sections 3.2 or 3.3. Partner is solely responsible for any decisions, and the compliance with any applicable Laws, relating to a Service End User's creditworthiness, insurance coverage and/or employment, where applicable.

8.3 ID.me Representations. ID.me represents and warrants that: (a) the ID.me Platform does not infringe on any valid Intellectual Property rights of any third party; (b) Services will be performed in accordance with all applicable Order Forms; and (c) the ID.me Platform (i) will remain in compliance with any industry security standards, and (ii) will not contain or transmit to Partner or the Service End Users any known viruses, worms, time bombs, Trojan horses, and/or other harmful or malicious code, files, scripts, agents or programs. Partner is solely responsible for any decisions, and the compliance with any applicable laws, relating to a Service End User's creditworthiness, insurance coverage and/or employment, where applicable. The Parties agree that the Services shall only be used for purposes of confirming and verifying identity of the Service End User.

8.4 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY AGREES THAT THE FOREGOING REPRESENTATIONS AND WARRANTIES CONSTITUTE ID.ME'S SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT. EACH PARTY, WITH RESPECT TO ITS OWN PRODUCTS AND/OR SERVICES, MAKES NO, AND DISCLAIMS ANY, WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ID.ME EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DECISIONS MADE BY PARTNER AS A RESULT OF USE OF THE ID.ME PLATFORM OR THE VERIFICATION RESPONSES, INCLUDING BUT NOT LIMITED TO, DECISIONS RELATING TO CREDITWORTHINESS, INSURANCE OR EMPLOYMENT OF A SERVICE END USER. ID.ME EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE COVID-19 TESTING STATUS OF ANY PARTNER CUSTOMER, SERVICE END USER AND/OR ID.ME USER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ID.ME SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE AFOREMENTIONED REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, ID.ME EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL EXPRESS WARRANTIES, IF ANY, MADE BY SUCH PARTY. FURTHERMORE, ID.ME PLATFORM IS PROVIDED "AS IS" WITH NO WARRANTY IT WILL BE UNINTERRUPTED OR ERROR-FREE. ID.ME DOES NOT MAKE ANY REPRESENTATION REGARDING THE ACCURACY OF ANY DATA RECEIVED FROM THIRD PARTIES WHICH IS USED IN PROVISION OF ITS SERVICES AND EXPRESSLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH "SYNTHETIC IDENTITY" INFORMATION, FRAUDULENT INFORMATION OR OTHER INFORMATION PROVIDED BY BAD ACTORS FOR USE IN PROVISION OF ID.ME SERVICES AND ANY RESULTS GENERATED FROM SUCH INFORMATION.

ARTICLE IX - INDEMNIFICATION

9.1 ID.me Indemnification. ID.me will defend, indemnify and hold harmless Partner and its subcontractors and Affiliates, and their respective officers, directors, employees, agents, successors, and assigns ("Indemnified Partner Parties") from and against any damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees) arising from any third-party claim (other than an Affiliate or Partner), suit, action or proceeding brought against Indemnified Partner Parties to the extent the claim is based on (i) infringement of any third-party U.S Intellectual Property Rights resulting from Partner's use of ID.me Platform as licensed, (ii) of misrepresentation, misstatement and/or false or misleading statement by ID.me related to ID.me's Services, (iii) the gross negligence or willful misconduct of ID.me, and/or (iv) a breach of confidentiality.

To the extent that the alleged infringement is the result of (a) third party data, information or materials or ID.me User information submitted to ID.me; (b) access to or use of the ID.me Platform and/or Verification Responses in combination with any hardware, system, software, network, or other materials or service not provided by ID.me or specified by ID.me for Partner's use in writing by ID.me; (c) unauthorized modification of the ID.me Platform or (d) failure of Partner to comply with the conditions set forth under Section 9.3, ID.me does not have any indemnity obligations under this Agreement.

9.2 Partner Indemnification. Partner shall indemnify, defend, and hold harmless ID.me and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns ("Indemnified ID.me Parties") from and against any and all losses incurred by Indemnified ID.me Parties resulting from any claim, suit, action or proceeding by a third party that arise out of or result from, or are alleged to arise out of or result from: (a) any materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Partner and Service End Users; (b) ID.me's compliance with any specifications or directions provided by or on behalf of Partner to the extent prepared without any contribution by ID.me; (c) any allegation of infringement and/or wrongful use of Intellectual Property Rights of a third party in relation to any information, system platform and/or database to which Partner gives ID.me access to comply with its obligations under the Agreement; (d) a breach relating to disclosure of ID.me's Confidential Information; (e) any liability for a determination of a Service End User's eligibility for, or denial of, credit, insurance or employment pursuant to Fair Credit Reporting Act, 15 USC § 1681a and/or compliance with applicable Laws relating thereto, including the use of Verification Responses provided hereunder in relation to such determinations; and/or (f) allegations of facts that, if true, could constitute Partner's breach of any of its representations, warranties, covenants, or obligations under this Agreement.

9.3 The Indemnifying Party's obligations hereunder are contingent on the following conditions:

(a) the Indemnified Party must notify the Indemnifying Party in writing promptly (but in no event later than ten (10) days) after the Indemnified Party becomes aware of a claim or the possibility thereof;

provided, however, that failure to give prompt notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure); and

(b) the Indemnified Party must grant the Indemnifying Party the sole control of the settlement, compromise, negotiation, and defense of any such action at Indemnifying Party's expense, provided that the Indemnified Party shall be entitled to participate in such action and obtain separate counsel, both at its own expense, and provided that the Indemnified Party shall have the right to approve any settlement requiring the Indemnified Party to pay any money, transfer any property or to undertake any action or obligation other than a release of claims (such approval not to be unreasonably withheld, delayed or conditioned); and

(c) the Indemnified Party must provide the Indemnifying Party with all information related to the action that is reasonably requested by the Indemnifying Party.

9.4 Settlements. The Indemnifying Party shall not be liable hereunder for any settlement made by the Indemnified Party without the Indemnifying Party's advance written approval or for any award from any action in which the Indemnifying Party was not granted control of the defense.

9.5 Cooperation. The Parties agree to cooperate in good faith in the defense of any legal action or suit that causes one Party to invoke an indemnity hereunder.

9.6 Sole Remedy. THIS SECTION SETS FORTH PARTNER'S SOLE REMEDIES AND ID.ME'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE ID.ME PLATFORM OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE X – LIMITATION OF LIABILITY

10.1 EXCEPT FOR LIABILITY ARISING FROM (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY; (II) INDEMNIFICATION OBLIGATIONS; (III) BREACH OF CONFIDENTIALITY OBLIGATIONS; OR (IV) INTELLECTUAL PROPERTY RIGHT VIOLATIONS, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, ENHANCED OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE FOREGOING. ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN SIX (6) MONTHS OF ID.ME'S COMPLETION OF THE RELATED SERVICES OR DELIVERY OF THE APPLICABLE VERIFICATION RESPONSES. EXCEPT FOR LIABILITY FOR (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY; (II) INDEMNIFICATION; (III) BREACH OF CONFIDENTIALITY OBLIGATIONS; OR (IV) INTELLECTUAL PROPERTY RIGHTS VIOLATIONS, THE TOTAL LIABILITY OF EACH PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, AND WHETHER IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT, SHALL NOT EXCEED THE AMOUNT PAID BY PARTNER TO ID.ME IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ARTICLE XI – NOTICES AND OTHER COMMUNICATIONS

11.1 Notices. All notices shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, electronic mail or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below, or as subsequently modified by written notice:

(a) if to Partner, to:	(b) if to ID.me, to:
[Partner Name	ID.me, Inc.

Partner Address	8280 Greensboro Drive, Suite 800
Partner Address	McLean, VA 22102
Attention: _____	Attention: General Counsel
E-mail:_____]	Email: legal@ID.me

ARTICLE XII - MISCELLANEOUS PROVISIONS

12.1 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.2 Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

12.3 Force Majeure. Neither Party shall be liable for its failure to perform hereunder (except as to payment obligations) due to any occurrence beyond its reasonable control, including acts of God, fires, floods, earthquakes or explosion, tsunami, wars, acts of terrorism, invasion, riot or other civil unrest, sabotage, accidents, embargoes or blockades, pandemics, epidemics, labor disputes, labor shortages or labor slowdowns, other industrial disturbances, complete or partial governmental shutdowns, national or regional shortages of adequate power or telecommunications, Laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, price adjustment restrictions and quarantines of parts or persons), and any other similar or different occurrence. The Party whose performance is prevented by any such occurrence shall notify the other Party thereof in writing as soon as is reasonably possible after the commencement of such occurrence and shall promptly give written notice to the other Party of the cessation of such occurrence. The Party affected by such occurrence shall use reasonable commercial efforts to remedy or remove such event of force majeure as expeditiously as possible. Notwithstanding the foregoing, if the Party affected by such occurrence is unable to remedy or remove such event of force majeure within ninety (90) days after the commencement of such occurrence, the other Party may terminate this Agreement.

12.4 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia without reference to its conflicts of law provisions. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to personal and exclusive jurisdiction and venue of the Virginia state and federal courts located in Alexandria, VA.

12.5 Jury Trial Waiver. Each Party irrevocably and unconditionally waives to the fullest extent permitted by Law any right it may have to a trial by jury with respect to any action or proceeding arising under or relating to this Agreement or the services performed thereunder. Each Party hereby acknowledges that (i) no representative of the other has represented, expressly or otherwise, that it would not seek to enforce the foregoing waiver, (ii) it understands and has considered the implications of this waiver, (iii) it makes this waiver voluntarily, and (iv) it has been induced to enter into this Agreement and the services performed thereunder contemplated hereby by, among other things, the mutual waivers and certifications contained in this Section.

12.6 Dispute Resolution. Any question or difference which may arise concerning the construction, meaning or effect of this Agreement, or any matter arising out of it or in connection with this Agreement, will in the first instance be referred to the relevant representatives of Partner and ID.me for discussion and resolution as soon as reasonably possible and, in any event, within twenty-one (21) days of such referral. If the matter is not resolved at this meeting, the escalation will continue through two (2) more levels of management as soon as reasonably possible and, in any event, within a further twenty-one (21) days. If the dispute is not resolved by escalation in accordance with this Section, the Parties may seek to resolve the dispute in the Commonwealth of Virginia state or federal courts located in Alexandria, VA.

12.7 Publicity. Partner grants ID.me a non-exclusive, royalty-free, limited and non-transferable license to use the Partner's name, trademarks, logo, URLs, and associated materials during the Term of the Agreement (1) on the www.ID.me website identifying Partner as a customer; (2) to the extent needed to complete ID.me's obligations under this Agreement; and (3) to advertise, promote, market, demonstrate and offer the Partner's services and products to individuals, where applicable. Partner will have the right to review and approve any marketing materials prior to public release.

12.8 Entire Agreement. This Agreement and all Exhibits, Order Forms and Schedules hereto set forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersede all prior understandings, agreements, and writings related thereto. Neither this Agreement nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed, and the Parties have not relied upon any such statements, including any representations, warranties, or other agreements arising from statute or otherwise in Law, other than those stated in this Agreement.

12.9 Amendment Waiver. This Agreement shall not be modified or amended except by the execution of a written instrument signed by the Parties hereto. Any waiver, consent or approval must be made in writing, signed by the Parties and shall be effective only to the extent specifically set forth in such writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

12.10 Counterparts. This Agreement may be executed in counterparts (including facsimile or .pdf format), each of which shall be deemed an original but together shall constitute one and the same instrument.

12.11 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed to create the relationship of partners, joint venturers, or of principal and agent, franchisor and franchisee, or of any association or relationship between the Parties other than as expressly provided in this Agreement.

12.12 Severability. If any provision of this Agreement is or becomes unenforceable or invalid, the remaining provisions of this Agreement shall continue with the same effect as if such unenforceable or invalid provision had not been inserted in this Agreement.

12.13 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party except as stated herein. (a) A Party may assign its rights hereunder to an Affiliate of such Party. (b) In the event an entity purchases or obtains control of all or substantially all of the business of a Party, upon prior written notice and consent of the other Party, not to be unreasonably withheld, the Agreement may be assigned. In either case of assignment under Sections 12.13(a) or (b), the assignee shall not be a competitor of the non-assigning Party and shall agree in writing to be bound by, and comply with, the terms and conditions of this Agreement prior to the effective date of the assignment. Furthermore, the assigning Party must demonstrate to the other Party's reasonable satisfaction that the assignee possesses a technical competence and financial net worth equal to or greater than those of the assigning Party. Any assignment in violation of this Section shall be void.

12.14 Successors and Assigns. Subject to Section 12.13 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

12.15 Non-Solicitation. For the span of one (1) year after an employee of a Party ceases their employment with that Party, the other Party to this Agreement will not contract with or employ, or solicit to contract with or employ, such employee, unless the other Party obtains the originally employing Party's prior written consent. This non-solicitation restriction shall not apply insofar as recruitment results from a general solicitation of employment not specifically directed towards a Party's employees or former employees. Each Party agrees that if this non-solicitation prohibition is breached, the other Party would be caused irreparable harm and be entitled to injunctive relief.

12.16 Insurance. ID.me shall maintain commercially reasonable levels of insurance consistent with industry standards for entities with similar operations and size of commercial activities. Upon request, ID.me shall provide Partner with certificates of insurance, ACORD form or equivalent approved by Partner, evidencing coverages. This Section shall in no way affect the indemnification, remedy or warranty provisions set forth in this Agreement.

[Remainder of page intentionally left blank]

WITNESS WHEREOF, the Parties hereto have duly executed this Services Agreement as of the Effective Date set forth above.

ID.me, Inc.	Partner
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Tyler Content Manager

Software as a Service Terms of Service

TYLER CONTENT MANAGER SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Content Manager (TCM) SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the TCM proprietary software products.

Customer agrees to be bound by these terms and conditions in these TCM SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the TCM products, applications, and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased, or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or

Statement of Work.

- **"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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Task Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement applicable to the TCM SaaS Services. A copy of our current SLA may be accessed at https://www.tylertech.com/terms/service-level-agreement.
- **"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 may be accessed at https://www.tylertech.com/terms/support-call-process.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(4).

2. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(4), below, the SLA and our then current Support Call Process.

5. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
2. 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 provide implementation services, 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.
3. 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. 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).
4. Maintenance and Support. For so long as you timely pay your SaaS Fees in accordance with Section D(1) of this Terms of Service, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
   4.1 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);
   4.2 provide telephone support during our established support hours;
   4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
   4.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – LIMITATION OF LIABILITY

1. **<u>DISCLAIMER</u>. 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.**
2. **<u>LIMITATION OF LIABILITY</u>. 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**
3. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. 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.**

MyCivic

Software as a Service Terms of Service

MyCivic SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the MyCivic SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the MyCivic proprietary software products.

Customer agrees to be bound by these terms and conditions in these MyCivic SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the MyCivic products, applications and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or

Statement of Work.

- **"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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Task Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA may be accessed at https://www.tylertech.com/terms/service-level-agreement.
- **"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 may be accessed at https://www.tylertech.com/terms/support-call-process.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(4).

2. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(4), below, the SLA and our then current Support Call Process.

5. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request.

You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

2. 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 provide implementation services, 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.

3. 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. 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).

4. Maintenance and Support. For so long as you timely pay your SaaS Fees in accordance with Section D(1) of this Terms of Service, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   4.1 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);

   4.2 provide telephone support during our established support hours;

   4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;

   4.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – LIMITATION OF LIABILITY

1. **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.**

2. **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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**

3. **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.

Commercial License Terms

Commercial License Terms

1. Services.

a. Software Service. Tyler Technologies, Inc. or its affiliate (together "Tyler") will provide government ("Client") with remote electronic access to the Software Service specified on Exhibit A (the "Software Service") during the term of the agreement between Client and Tyler (together with these Commercial License Terms, the "Agreement") for internal business purposes, subject to Client's compliance with the Agreement. The Software Service will be provided using Tyler's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("Tyler Technology").

b. Acceptance. Acceptance of the Software Service shall be deemed to occur when the Software Service is placed in live productive use for Client.

c. Support and Maintenance. Tyler will provide email and/or telephone support during normal business hours and will also provide a 24x7 monitored outreach mechanism to report Severity 1 Incidents. Tyler will resolve any error in the Software Service reported by Client or otherwise known to Tyler in accordance with the following priority level to such error:

(1) Severity 1 Incident. In the event the Software Service is rendered unavailable or if the delivery of expected critical functionality thereof has failed (such as a comprehensive outage or consistent transaction failures), Tyler shall use commercially reasonable efforts to resolve the issue within one hour 80% of the time, measured annually, after receiving Client notification of such an event. Tyler shall provide Client with periodic reports (no less frequently than once every 30 minutes) on the status of the error and resolution.

(2) Severity 2 Incident. In the event the Software Service or the delivery of expected critical functionality thereof is available but has substantially degraded in performance (such as intermittent availability or irregular transactions issues), Tyler shall use commercially reasonable efforts to resolve the issue within six hours 80% of the time, measured annually, after receiving Client notification of such an event. Tyler shall provide Client with periodic reports (no less frequently than once every 60 minutes) on the status of the error and resolution.

(3) Severity 3 Incident. In the event the delivery of expected non-critical Software Service functionality has degraded in performance without material impact on Client outcomes, Tyler shall use commercially reasonable efforts to resolve the error within five business days of receiving Client notification of such error. Tyler shall provide Client with periodic reports (no less frequently than once each day) on the status of the error and resolution.

d. Support Exclusions. Tyler is not obligated to provide support to the extent the need for support was created in whole or in part by:

(a) the negligence or willful misconduct of Client, or any unauthorized use or modifications of the Software Service or its operating environment;

(b) any failure or defect of Client's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tyler's or its subcontractor's or services provider's control);

(c) Client's use of the Software Service other than in accordance with this agreement; or

(d) an Excusable Delay as that term is defined in FAR Section 52.249-14.

e. Updates. Tyler will provide updates (e.g., bug fixes, vulnerability mitigation, data integrity issues, minor regulatory compliance and other minor enhancements and versions) to the Software Service that Tyler makes available to all customers from time to time at no additional cost.

2. Permitted Uses, Restrictions, and Ownership.

a. Client is solely responsible for (i) providing and maintaining the hardware and software necessary to remotely access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from Client's network or hardware; (iii) notifying Tyler in writing at least 30 days' prior to Client's introduction of any sensitive information or data into the Software Service, to provide an opportunity to discuss appropriate encryption and other technologies to mitigate the risk of unauthorized disclosure; and (iv) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising Tyler promptly, but in no event more than two business days, after Client learns of such access, use or disclosure.

b. Client acknowledges and understands that the Software Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Software Service could cause personal injury (including death) or property damage. The Software Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services (CJIS), or other sensitive data, and by using the SaaS Services, Client acknowledges and agrees that Client is using the Software Services at Client's own risk and that Client is solely responsible for use of data with the Software Services in any manner that is contrary to the uses for which the Software Services are designed and offered for use in this Agreement. If Client intends on using the Software Services to store or transmit Protected Health Information (PHI), then the Client shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement prior to storing or transmitting such PHI.

c. Client shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the Tyler Technology;
(ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the Tyler Technology; or (iii) resell or otherwise use the Software Service for any purpose other than its own internal business purposes.

d. As between the parties, Tyler alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, Tyler Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Software Service. Client will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under the agreement. All rights in the Tyler Technology not expressly granted to Client are reserved by Tyler and its licensors.

e. Tyler acknowledges that as between the parties, Client controls the means and uses of data put into the SoftwareService by Client or an end user ("Client Data"); *provided, however*, that Client grants Tyler the right to use any and all Client Data: (i) to perform its obligations described in the agreement, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de- identified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Software Service, and product and service development.

f. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. Client is responsible for all activities conducted under its login credentials. Tyler has the right at any time to terminate or suspend access to any user if Tyler reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any Client Data, Tyler, or Tyler's other customers.

g. When Tyler is providing payment processing services, the following linked terms will apply: https://www.tylertech.com/client-terms/payment-processing-license-and-services-agreement.

h. Client may be provided with access and usage of third-party services through use of the Software Service. Client must agree to such third-party service terms if client chooses to use those third-party services. Client acknowledges that Tyler is not the provider of any third-party services. Tyler does not warrant or guarantee the performance of third-party services.

3. **Disclaimers. Except as otherwise provided in the agreement, Tyler provides all services to Client without warranties, express or implied.** Client acknowledges that the payment and data processing activities will require transmission of Client Data over the Internet, and that the Internet consists of multiple participating networks that are not subject to the control of Tyler. Client therefore understands and agrees that to the extent such networks are not subject to Tyler's control, Tyler cannot and does not guarantee the privacy, security or authenticity of any information transmitted over the Internet, due to the nature of the Internet. Client is responsible for the maintenance of, and the assurance of, data accuracy and consistency over its entire life-cycle.

4. **Limitation of Liability.** IN NO EVENT SHALL TYLER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT EXCEED (A) WITH RESPECT TO BREACH OF SECURITY OF CLIENT DATA, TWO TIMES NET REVENUES RECEIVED BY TYLER ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD, OR (B) WITH RESPECT TO OTHER CLAIMS, NET REVENUES RECEIVED BY TYLER ASSOCIATED WITH THE AGREEMENT IN THE PREVOIUS 12-MONTH PERIOD. "NET REVENUES" MEANS TOTAL REVENUES LESS MERCHANT AND INTERCHANGE FEES. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TYLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEFECT IN OR FAILURE CAUSED BY CLIENT OR ITS OTHER CONTRACTORS, OR OF THE TELECOMMUNICATIONS NETWORK CONNECTING CLIENT, END USERS OR THEIR SYSTEMS OR EQUIPMENT TO THE SOFTWARE SERVICE.

5. **Government Restricted Rights**. The Software Service and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Software Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the Software Service by any government shall be governed solely by the terms of these Commercial License Terms and shall be prohibited except to the extent expressly permitted herein. Client shall not use the Software Service to provide services to any public sector, government or end user where such would affect Tyler's rights in the Software Service or require any affirmative action to be taken by Tyler due to governmental mandates or flow down regulation.

6. **Miscellaneous**. If any provision herein is held by a court

of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in these Commercial License Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. The parties can amend this agreement only by a written agreement of the parties that identifies itself as an amendment to this agreement. The agreement, together with these Commercial License Terms, comprises the entire agreement between Client and Tyler regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. The following Sections shall survive any expiration or termination of these Commercial License Terms : Section 2 subparts (b)-(e) “Permitted Uses, Restrictions, and Ownership”, Section 3 “Disclaimers”, Section 4 “Limitation of Liability” and Section 6 “Miscellaneous."

Exhibit A

Software Service

Service Offering	Description
Resident Engagement Platform	Provides a citizen-centric, unified platform for citizens and businesses to engage with their federal, state and local governments
Web application	This is the web-based, mobile or Integrated Voice Response (IVR) system that allows a user to identify who they are and what services they need to purchase or pay for with the government.
Common Checkout Pages (CCP)	This is a web-based module that is described by the Payment Card Industries (PCI) Security Standards Council as a Third-Party Payment Page that is rigorously tested on a prescribed basis for security controls related to the protection of cardholder data when processing an electronic payment.
Payment Platform Gateway (formerly TPE® Payment Engine)	This is the primary engine responsible for all aspects of transacting, reconciling, and reporting for an electronic payment transaction.
Gov2Go® Platform	This is a native mobile and web platform that can learn about an end user's government interactions, tracks those interactions, notifies them about an upcoming deadline or payment, and provides for one-click payments to complete the transaction.
OnTheGo® Pay	This platform enables government field personnel the ability to capture payments made with Payment Cards via a mobile application that works with encrypted swipers on agency-provided mobile devices. OTG is available for iOS and Android devices and interfaces with the core solution to allow for gateway processing, transaction management, and financial reporting.
Prompt Pay	An invoicing solution that enables the government to send electronic payment invoices by SMS text or email with the ability to pay for the service online.
Engagement Builder	A low-code self-service platform for rapidly building and providing forms-based services and content portals
TeleGov	This is a flexible appointment scheduling platform and virtual engagement tool that includes front-end and back-office features such as customizable self-service forms, automatic reminders, payment processing, centralized appointment management, support for digital document upload, and video conferencing.
MicroServices Platform (MSP)	An API-based platform that includes a library of independent "building block" microservices available for deployment across solutions and the Resident Engagement Platform.
State Regulatory Digital Solutions Platform	A module that automates the licensing and permitting lifecycle through self-service for the licensees and is supported by comprehensive back-office modules for approving, renewing, maintaining, inspecting and enforcing licenses. These modules are configurable, scalable, cloud hosted solutions supporting multi-agency, multi-license or individual agency/boards and the range of license types within regulatory agencies. The configurability of our platform allows alignment with a wide range of regulatory entities regardless of size, budget, or complexity.

Custom Module as agreed by the Parties	Any custom developed solutions for the Resident Engagement Platform or any of its underlying modules (Gov2Go, OnTheGo, Engagement Builder, TeleGov, etc.)
Recreation Dynamics	A one-stop-shop enterprise recreation management platform solution for government parks, recreation and tourism agencies at the local, state and Federal level. The Recreation Dynamics solution can be used for management and booking of campsites, cabins, facility rentals, classes and programs, ticketing, passes, point of sale and retail, entry fees, memberships, customer outreach and notifications and more through online, in person and call center sales channels. The system includes enterprise financial management reporting and data analytics tools to provide agencies with complete visibility into their performance and operations.
System of Record for Vital Records	An immersive engagement solution approach for Vital Records system continuity with a focus on marriage, death and birth data warehouse needs at the state, local and Federal level. The solution complements existing systems that provide a means to associate various records pertaining to individuals and includes the creation, and management of a central system of record and all the associated data workflows.
Electronic Bill Payment & Presentment	The Electronic Bill Presentment and Payment Platform enables NIC to work with participants to create a public-facing enterprise payment portal. The bill presentment engine allows for seamless, real-time integration to enable immediate payments for bills regardless of the back-office system, supported by our value-added payment services. EBPP is cloud-based and device agnostic.
Firearm and Ammo Background Check Platform	This configurable platform is designed to automate and streamline the process for government entities and Federal Firearm Licensed dealers to manage firearm and ammunition purchaser applications. Background check requests submitted for firearms and ammunition through Tyler's secure online platform integrate with the FBI's National Instant Criminal Background Check System and State specific criminal history systems to provide a response of approval or denial to the dealer. The Tyler Firearm and Ammo Background Check Platform allows government entities and dealers to manage the process from initial application to results, collects fees through Tyler's secure payment processing solution, and provides for review and further inquiry to any results not immediately approved.

NIC Insurance Filings

Agency Participation Agreement

Agency Participation Agreement Instructions

The following National Online Registries, LLC dba NIC Insurance Filings (NIC Insurance Filings) Agency Participation Agreement will be completed before account setup is initiated.

These instructions are designed to assist in the completion of the agreement to avoid delays in your setup.

____ Section A. Parties to and Purpose of this Agreement

Fill in the Agency name [Agency]

____ Section Q. Notices

In the section called, "To the Agency" please list your agency name and mailing address.

Agency Name
Attn: Contact Name, Department Name
Address
City, State, Zip

____ Section R. Assignment and Succession

Be sure to input the current date.

Under [AGENCY] fill in:
By: *this is the signature of signing authority for agency*
Title: *title of person signing*

The section under NIC INSURANCE FILINGS will be signed by the authorizing signatory when it's received. A final copy of the signed agreement will be mailed to your agency.

After all forms are filled out, fax or email a copy to NIC Insurance Filings at 703-841-6370 or support@nicinsurancefilings.com.

Please provide two original, signed agreements. One for NIC Insurance Filings, 4201 Wilson Blvd, Suite 510, Arlington, VA 22201, and one for the Agency.

NIC INSURANCE FILINGS

AGENCY PARTICIPATION AGREEMENT

A. Parties to and Purpose of this Agreement.

This Agency Participation Agreement ("Agreement") is between National Online Registries, LLC dba NIC Insurance Filings ("NIC INSURANCE FILINGS"), a Colorado limited liability company and wholly owned subsidiary of NICUSA, Inc. ("NICUSA"), and the Agency _____("Agency"). This Agreement supersedes any previous Agency Participation Agreement entered into by these entities.

Whereas, NIC INSURANCE FILINGS and NICUSA have extensive experience in facilitating electronic commerce solutions for agencies and their customers; and

Whereas, the National Conference of State Transportation Specialists ("NCSTS") has appointed an electronic filing taskforce that has endorsed NIC INSURANCE FILINGS, which unites multiple insurance companies and agencies under a single filing process; and

Whereas, NIC INSURANCE FILINGS, with the endorsement of the NCSTS, has developed and is facilitating, maintaining, and managing a central repository of insurance information ("Repository," defined in Section B below), the function of which is to receive and distribute insurance certificate filings using the Internet; and

Whereas, NIC INSURANCE FILINGS has entered and will continue to enter into Insurance Company Participation Agreements pursuant to which the various contracting Companies (defined in Section B below) will make certain insurance filings with the Agency via the Repository.

Therefore, NIC INSURANCE FILINGS and the Agency agree to participate under the terms and conditions outlined in this Agreement.

B. Definitions

1. Company: an insurer, managing general agent (MGA), or insurance company representative that wishes to use NIC INSURANCE FILINGS' Repository to file insurance information with Agencies.

2. Repository: central location in which insurance filing data is stored, maintained, and managed by NIC INSURANCE FILINGS.

C. Duties and Responsibilities of NIC INSURANCE FILINGS.

Subject to the terms and conditions of this Agreement, NIC INSURANCE FILINGS agrees to provide the following services to the Agency:

1. Manage the Repository and make it accessible to the Agency via the Internet, at no

charge, for searching, viewing, submitting and retrieving data and interacting with information contained in the Repository.

2. Employ security and internal control procedures for the Repository that meet with generally accepted and reasonably prudent standards, and notify the Agency, in a timely manner, of any scheduled Repository down time.

3. Act as a conduit to transmit insurance filings with the Agency specified on **Exhibit A** incorporated herein by this reference ("Insurance Filings"), on behalf of the Companies, at no charge to the Agency.

4. Maintain all user names, passwords, agreements, electronic software and filing forms necessary to operate the Repository.

5. Provide a toll-free technical support line Monday – Friday from 9AM – 5PM Eastern time.

6. Provide customization of Repository to the Agency, as the Agency may reasonably request and is subsequently accepted by NIC INSURANCE FILINGS, in its sole discretion. Customizations may be subject to fees to be agreed upon by the Agency and NIC INSURANCE FILINGS at the time such services are requested.

7. Maintain records documenting the usage of and access to the Repository.

8. Provide, operate, maintain, and manage all data and software for the Repository. Repository upgrades shall be made periodically during the term of this Agreement, at the expense of NIC INSURANCE FILINGS. NIC INSURANCE FILINGS shall keep Repository downtime to a minimum during upgrades. Repository will include appropriate security, backups, offsite data retention, and business continuity so that Repository data is protected from failures and interruptions.

9. Perform any other general services as may be agreed upon by both parties in writing.

D. <u>Duties and Responsibilities of the Agency</u>.

The Agency agrees to:

1. Provide NIC INSURANCE FILINGS with insured data in an electronic format using the Repository guidelines supplied by NIC INSURANCE FILINGS, and update such information on a timely basis.

2. Access Insurance Filings made by the Companies via the Repository at least one time during a business day, except as set forth in **Exhibit A.**

3. Accept or reject all Insurance Filings no later than two business days after an Insurance Filing was submitted by a Company. The Agency may provide the Company with the specific reasons for any rejections of Insurance Filings.

4. Provide the name and phone number of, and reasonable access to, the Agency's functional and technical contact for the Insurance Filings and the Repository.

5. Reasonably assist NIC INSURANCE FILINGS with the evaluation of the services and performance of the Repository, and recommend and assist in the evaluation of improvements to the Repository.

6. Identify those insurance companies who make the most filings with the Agency and provide contact information to NIC INSURANCE FILINGS for purposes of publicizing the Repository.

7. Ensure that all actions taken by the Agency pursuant to this Agreement comply with the laws and regulations of the Agency.

E. Service Delivery Timing.

1. NIC INSURANCE FILINGS agrees to perform those services listed under Section C of this Agreement in a timely manner. This performance, however, is contingent upon the timely receipt of accurate data from the Agency and Companies. NIC INSURANCE FILINGS shall have no liability to the Agency if the Agency or Companies do not furnish, on a timely and accurate basis, all the information necessary to keep current the Repository or make the requisite filings with the Agency.

2. When a Company transmits an Insurance Filing to the Repository, NIC INSURANCE FILINGS shall promptly notify the Agency of the filing.

3. The date on which the Agency accepts the Insurance Filing shall be the acceptance date of such Insurance Filings.

4. THE PARTIES HERETO AGREE THAT ALL INFORMATION AND INSURANCE FILINGS TRANSMITTED TO THE AGENCY VIA THE REPOSITORY WILL BE DEEMED ACCEPTED OR REJECTED WHEN THE AGENCY HAS TRANSMITTED BACK TO THE REPOSITORY ITS OFFICAL ACCEPTANCE OR REJECTION OF THE FILING.

F. No Fees.

The Agency shall not be obligated to pay NIC INSURANCE FILINGS any fees related to this Agreement, except such fees as shall be negotiated for any special services provided by NIC INSURANCE FILINGS to the Agency under Section C.6 hereof.

G. Term and Termination of this Agreement.

1. This Agreement is for an initial term of one (1) year ("Initial Term"). After expiration of the Initial Term, the Agreement shall continue for successive monthly periods until terminated pursuant to Section G.2.

2. After the Initial Term, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

H. Relationships.

1. Agency acknowledges that NIC INSURANCE FILINGS is acting as a conduit for filing the insurance information and filings, supplied to the Repository by the Companies to the Agency. NIC INSURANCE FILINGS' authority shall be limited to that which is expressly stated in this Agreement, and nothing in this Agreement will be construed as creating any other relationship between the parties. The parties agree that neither party assumes any liability, agrees to pay any amount, or undertakes performance of any task or obligation not expressly set forth herein.

2. Nothing contained in the Agreement shall be deemed or construed to constitute an agreement on the part of NIC INSURANCE FILINGS to assume any responsibilities of the Agency with respect to any obligations owed by the Agency to any third party or to confer any benefit upon any other person or entity other than the parties hereto.

3. NIC INSURANCE FILINGS shall not be deemed a partner, joint venturer, independent contractor, agency, branch, body, or division of the Agency or any other governmental or quasi-governmental entity of the Agency.

I. Reliance on Company Data and Direction.

1. NIC INSURANCE FILINGS will use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but NIC INSURANCE FILINGS cannot warrant the correctness of data supplied by any Company or Agency, nor can NIC INSURANCE FILINGS be responsible for inaccurate data or data not provided in a timely manner.

2. When the Agency provides information to NIC INSURANCE FILINGS for inclusion in the Repository, NIC INSURANCE FILINGS shall be fully protected in relying upon the accuracy and completeness of the information provided. NIC INSURANCE FILINGS shall have no responsibility to ascertain the accuracy or compliance with the terms of any other agreement or applicable law of the information.

J. Interruption of Service/Loss of Data.

1. NIC INSURANCE FILINGS shall use reasonable efforts to ensure that services provided under this Agreement continue without interruption during business hours. NIC INSURANCE FILINGS shall not be responsible for delays in performance caused by acts of God, governmental authority, strike or labor disputes, epidemics, pandemics, fires or other loss of facilities, breaches of contract by suppliers or others, computer down-time, telephone system outages, call demand in excess of telephone system capacity and any other event outside the reasonable control and without the fault or negligence of NIC INSURANCE FILINGS (each a "Force Majeure Event"). It is acknowledged that such events may causes delays in information transfer between Company, NIC INSURANCE

FILINGS, and Agency, thus impairing such party's ability to fulfill the services on a normal schedule. In the case of a Force Majeure Event, NIC INSURANCE FILINGS' sole responsibility is to use its reasonable efforts to resume services on a normal basis as soon as possible and is not liable for any losses associated with such Force Majeure Event.

2. NIC INSURANCE FILINGS will not be liable for any losses incurred due to the failure of the electronic telecommunications system on either the transmitting or receiving point of Companies or Agencies, or any other circumstance beyond its control which prevents any exchanges, despite reasonable precautions taken to avoid such failures.

3. In case of errors or loss of data caused by a Force Majeure Event, NIC INSURANCE FILINGS' sole obligation will be at its own expense to use its reasonable efforts to reconstruct any records of the Agency or the Companies maintained by NIC INSURANCE FILINGS and to amend any reports prepared by it which have been affected by such event. Under the circumstances described in the preceding sentence, the Agency will provide duplicate data where available, and as needed, to assist NIC INSURANCE FILINGS in the reconstruction of such records.

K. <u>Disclaimer of Warranty and Limitation of Liability</u>.

1. NIC INSURANCE FILINGS' OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER OBLIGATIONS EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITEDTO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. IN NO EVENT SHALL NIC INSURANCE FILINGS BE LIABLE TO THE AGENCY OR ANY PARTY FOR ANY ECONOMIC LOSS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER. NOTWITHSTANDING ANYTING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL NIC INSURANCE FILINGS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY COMPANY TO NIC INSURANCE FILINGS IN THE PREVIOUS 12-MONTH PERIOD.

3. NIC INSURANCE FILINGS disclaims all responsibility to ensure the accuracy or completeness of any of the information contained in any of the filings. The Companies who transmit the filings are solely responsible for the accuracy and completeness of their filings

4. Provided the Agency promptly notifies NIC INSURANCE FILINGS of any error in the services, NIC INSURANCE FILINGS will furnish services at no charge to identify and correct the error. NIC INSURANCE FILINGS' liability regarding such errors shall be limited to the provision of administrative or consulting services to correct such errors.

L. Severability.

If any provision of this Agreement is found to be invalid or unenforceable, the provision(s) in question shall not affect the validity or enforceability of any other provision(s) of the Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable provision(s) eliminated.

M. Amendment.

This Agreement, and any attachments thereto, represents the entire agreement between the parties with respect to the provision of the service described herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement shall not be subject to modification, except as agreed upon in writing by both parties. However, if this Agreement or any portion of the Agreement is found to be in violation of state or federal law, the parties agree to amend this Agreement to conform to such law, unless such amendment would change the terms of this Agreement to impose new and/or different rights and responsibilities on the parties. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

N. Remedies.

1. The Agency shall not, and hereby waives any right to, pursue any right or remedy at law or equity to recover any losses, costs, claims, demands, damages, or attorneys' fees arising out of our caused by (i) any breach (other than an intentional breach) of this Agreement, (ii) any other occurrence relating to this Agreement, including any negligent act or omission of NIC INSURANCE FILINGS.

2. The Agency specifically reserves the defense of sovereign immunity as allowed by state or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Agreement.

O. Arbitration.

1. Any material differences, claims or matters in dispute arising between the parties hereto out of the Agreement or connected herewith, except for claims seeking specific performance or other equitable relief, shall first be submitted for negotiation between the Agency and NIC INSURANCE FILINGS. If a settlement cannot be reached within sixty (60) days following written notice by the complaining party to the other as to the nature of its complaint, and the specific facts and circumstances giving rise to its complaint, the differences, claims or matters in dispute shall be submitted to binding arbitration by an arbitrator mutually agreed upon by the parties. In the event of failure to agree upon a single arbitrator, one arbitrator shall be selected by each party and the two arbitrators selected by the parties shall appoint a third arbitrator. The decision of the majority of the three arbitrators on such matters shall be final and conclusive. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, or a

similar set of rules as may otherwise be chosen by the arbitrator(s).

2. Any award therein shall be final and binding upon parties, and judgment may be entered thereon in any court having jurisdiction over this matter. Neither party may commence arbitration proceeding unless the amount in controversy is at least $10,000.00. Arbitration shall be conducted in Denver, Colorado.

P. Governing Law.

To the extent not preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Q. Information and Records.

1. NIC INSURANCE FILINGS provides access to and/or disseminates information from the Repository to Agencies to meet the filing requirements for Companies and fulfill the purposes of this Agreement, or as otherwise required by law. Any forms, procedures, software, worksheets, checklists and other processes developed by NIC INSURANCE FILINGS to perform the services required under this Agreement are the property of NIC INSURANCE FILINGS and not considered the records of the Agency. Upon termination of this Agreement, NIC INSURANCE FILINGS will provide copies of Agency records upon written request. NIC INSURANCE FILINGS reserves the right to pre- bill for preparation of any copies requested.

2. Any confidential information, including but not limited to general business data, business information, technical information, legal information, specifications, forms, computer programs and documentation, whether furnished in written, oral, or electronic form or otherwise ("Confidential Information"), owned and furnished by either party ("Furnishing Party") to the other party hereunder or in contemplation hereof shall remain the property of the Furnishing Party. All copies of such Confidential Information in written, graphic, or other tangible form, including computer systems discs and tapes, shall be returned to the Furnishing Party upon request at any time. Unless such Confidential Information is supplied free of any obligation of confidentiality, or has been or subsequently enters the public domain (without fault of the party too which it was furnished), the Confidential Information shall be kept confidential by the party to which furnished and shall be used only to fulfill the purposes of the Agreement or such terms as may be agreed upon in writing by the Furnishing Party. NIC INSURANCE FILINGS shall take all reasonable and necessary precautions to prevent disclosure of any Confidential Information.

3. Notwithstanding the foregoing, if any law or legal process requires disclosure of Confidential Information and, in NIC INSURANCE FILINGS' opinion NIC INSURANCE FILINGS is required to disclose any Confidential Information or stand liable for contempt or other penalty imposed under law or in a legal proceeding, upon notification to the Agency, NIC INSURANCE FILINGS may make such disclosures without liability.

R. Notices.

For purposes of this Agreement, notices and all other written communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given upon delivery by email to:

To the Agency:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

To NIC INSURANCE FILINGS:

NIC INSURANCE FILINGS
4201 Wilson Blvd
Suite 510
Arlington, VA 22203
support@nicinsurancefilings.com

With a copy to:
NICUSA Inc.
Attn: General Counsel
25501 West Valley Parkway
Olathe, KS 66061

or such other electronic or physical addresses as either party may furnish to the other in writing, except that notices of change of address shall be effective only upon receipt.

S. Assignment and Succession.

This Agreement may not be assigned, in whole or in part, by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of NIC INSURANCE FILINGS and Agency.

IN WITNESS WHEREOF, the parties executed this Agreement on the _____day of_____ , 20____.

[AGENCY]

By: _____

Title: _____

NIC INSURANCE FILINGS

By: _____

Authorized Officer
National Online Registries, LLC dba NIC Insurance Filings

EXHIBIT A

1. Insurance Filings shall include making and canceling the following filings and such other filings as may be mutually agreed upon in writing by NIC INSURANCE FILINGS and the Agency:

   A. Public Liability and Property Damage Filings

   B. Cargo Filings

   C. Surety Bond Filings

   D. Safety Responsibility Filings

   E. Uniform Financial Responsibility Filings

2. Exceptions to the Agency accessing Insurance Filings via the Repository at least one time during a business day:

   None

Tyler Fire Prevention

Software as a Service Terms of Service

TYLER FIRE PREVENTION MOBILE SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Fire Prevention Mobile (FPM) SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the FPM proprietary software products.

Customer agrees to be bound by these terms and conditions in these FPM SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the FPM products, applications, and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased, or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or

Statement of Work.

- **"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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Task Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement applicable to the FPM SaaS Services. A copy of our current SLA may be accessed at https://www.tylertech.com/terms/service-level-agreement.
- **"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 may be accessed at https://www.tylertech.com/terms/support-call-process.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(4).

2. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(4), below, the SLA and our then current Support Call Process.

5. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers. Encryption for Personal and Non-Public Data in transit will be at least commensurate with industry standards. We are responsible for security of all Personal and Non-Public Data at rest in our SaaS Services, but such security may not always include encryption.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

6.11 We will provide notice of a confirmed data breach involving your Data in accordance with applicable state law.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
2. 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 provide implementation services, 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.
3. 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. 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).
4. Maintenance and Support. For so long as you timely pay your SaaS Fees in accordance with Section D(1) of this Terms of Service, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
   4.1 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);
   4.2 provide telephone support during our established support hours;

4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
4.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – LIMITATION OF LIABILITY

1. **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.**
2. **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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**
3. **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.**

SECTION E – THIRD PARTY TERMS

1. Use of Tyler's Fire Prevention Mobile SaaS solutions is subject to the terms found here: https://www.tylertech.com/terms/mobileeyes-third-party-terms.

Exhibit C
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 application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/mobileeyes-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)

- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

PUBLIC SAFETY AND/OR ENFORCEMENT MOBILE SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means _____.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"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, based on a condition within our reasonable control. 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 last signature date set forth in the signature block.
- **"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 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.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"Service Usage Data"** means data and telemetry collected by us relating to your or your authorized users' use of the Tyler Software and/or SaaS Services**.**
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as 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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access,

electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Affiliated Organizations for the Tyler Software.

7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional 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. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. 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.

4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use

the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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 Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   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; or (c) replace it with a functional equivalent. 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 defend, 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 Tyler products 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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.

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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
^Exhibit D	Public Safety PACE Terms and Conditions [*if applicable*]
^Exhibit E	Enforcement Mobile Extended Support Services Terms and Conditions [*if applicable*]

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.

By:_____

Name:_____

Title:_____

Date:_____

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

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

[CLIENT]

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
_____
_____
_____
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software 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.

^*Tyler sales quotation to be inserted prior to Agreement execution.*

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Professional Services.

   2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced as delivered.

3. Annual Services. Other annual services (including subscription services) not otherwise addressed herein shall have an initial term that commences on the first day of the first month following the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

4. Third Party Products.

   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for

subsequent years will be at the respective third party's then-current rates.

4.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. Travel expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
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 application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

^Exhibit D
Public Safety Planned Annual Continuing Education (PACE) Terms and Conditions
[*if applicable*]

1. The PACE services include the number of training days set forth in the Investment Summary and two (2) Connect conference passes annually.

2. Any training services or Connect registrations purchased prior to the start of the initial PACE term will be invoiced as incurred.

3. Training days expire at the end of each PACE term and can only be utilized on live modules.

4. Travel and Living Expenses are not included in the PACE fees and will be invoiced as incurred in accordance with our then-current Business Travel Policy.

5. Training hours are scheduled and delivered in four (4) or eight (8) hour increments.

6. Tyler provides on-site training for a maximum of twelve (12) people per class. In the event that more users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client-designated attendees of the initial training can thereafter train the remaining users.

7. Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

^Exhibit E
Enforcement Mobile Extended Support Services (ESS) Terms and Conditions [*if applicable*]

Purchaser:	**Client Name**	**Effective Date:**	**Start Date**
Subscription Term:	Annual	**ESS Fees:**	$

CLIENT SUPPORT ACCOUNT MANAGER (CSAM) ACTIVITIES:

Proactive Relationship Management
- Onsite kick-off meeting to establish a quarterly Strategic Account Plan.
- Serve as lead point of contact for identified Purchaser stakeholders.
- Conduct monthly phone meetings to review the plan status and make modifications if needed.
- Direct access to your CSAM ensures that Tyler is fully aware of and focused on the issues most important to you.
- The CSAM manages both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service.

Release Planning
- Assist with customized regression test planning with Purchaser specific features and guidance with business process test scripts.
- Release training plan with designated SME to ensure the end-users are getting the most from the release.
- Conduct planning meetings for release/user readiness before new releases are installed into production.

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.

Operational Best Practices
- Assistance/Recommendations for backup and recovery planning.
- Communication/Change management planning.
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively.

Purchaser Specific Knowledge
- Full understanding of Purchaser environments and database configuration.
- Understanding and recommendations for Purchaser specific configuration.
- 3rd party products/integration points.
- Understanding of Purchaser requested product functionality changes.

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

PROGRAM DETAILS

- The Client Support Account Manager (CSAM)'s responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Enforcement Mobile Software products.

- Each CSAM unit includes up to 24 Expanded Support Services (ESS) Hours per annual term which may be used for Training services for products live and in production during the then current Term. ESS Hours shall be provided by additional Tyler staff outside of the CSAM with the unique skills and qualifications to address the Purchaser's need. Expanded Support Services Hours are subject to availability and do not include travel costs including hotel, meals, rental car, parking fees, mileage fees for privately owned vehicles, and airfare. The Purchaser may purchase up to 40 additional Expanded Support Services Hours per CSAM unit, at Tyler's then current professional services rate.

- CSAM services and ESS Hours must be consumed during the current Term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent Term.

- CSAM Services shall be conducted remotely. As mutually agreed to and coordinated between both parties during the current term, the CSAM may make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of four (4) business hours and maximum of two (2) consecutive Business Days within a calendar week. Purchaser shall be responsible for any travel expenses.

PUBLIC SAFETY LICENSE AND SERVICES AGREEMENT

This 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

- **^"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means **^INSERT CLIENT NAME**.
- **"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, based on a condition within our reasonable control. 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 last signature date set forth in the signature block.
- **"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 Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Order Form"** means an ordering document that includes a quote or investment summary and

specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.

- **"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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"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 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You 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; or (d) publish or otherwise disclose the Tyler Software or Documentation to third

parties.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.7 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.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement 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 Agreement. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

4. ^Affiliated Organizations for the Tyler Software.

4.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

4.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

4.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

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. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied as of the Effective Date. 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. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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. 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).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite, the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you

any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). 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 Section I(3). 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. Force Majeure. Neither party will be liable, 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. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, 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. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – 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 H(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; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(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 I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. 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 or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Service Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)
^Exhibit E	Additional Terms for Enterprise Public Safety and/or Enforcement Mobile Hosted Components
	Schedule 1: Service Level Agreement for Hosted Components
^Exhibit F	Public Safety PACE Terms and Conditions [*if applicable*]
^Exhibit G	Enforcement Mobile Extended Support Services Terms and Conditions [*if applicable*]

SIGNATURE PAGE FOLLOWS

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.	^Client
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: ^Insert Client Name ^Insert Client Address ^Insert Client Address Attention: ^_____

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

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.

^*Tyler sales quotation to be inserted prior to Agreement execution.*

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced 100% on the Effective Date.

   1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Maintenance and support fees for year one (1) are waived. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

   1.3 ^*Subscription Fees*: Your initial 3-year subscription fees for RedHat, as identified in Exhibit A, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 ^*Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.4 *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.

2.5 ^*Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.6 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

3. ^Other Services and Fees.

3.1 ^*Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.

3.2 ^*Escrow*: We will invoice you the set-up fee and the first annual beneficiary fee for the Escrow as set forth in the Investment Summary, within thirty (30) days of the Effective Date. Subsequent beneficiary fees are invoiced annually in advance of each anniversary thereof.

3.3 ^*Enterprise Public Safety Hosting Fees: Enterprise Public Safety Hosting Services and Fees*: Hosting services for the Tyler Software shall have a term that commences on the Effective Date and continues for one (1) year. The term shall automatically renew, unless terminated under the terms of this Agreement, for additional one (1) year periods. Hosting Fees shall be invoiced annually in advance beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.

3.4 *Enterprise Public Safety and Enforcement Mobile Hosting Services and Fees*: Hosting services for the Tyler Software shall have a term that commences on the Effective Date and continues for one (1) year. The term shall automatically renew, unless terminated under the terms of this Agreement, for additional one (1) year periods. Hosting Fees shall be invoiced annually in advance beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.

3.5 *Other Annual Services*: Other annual services (including subscription services) not otherwise addressed herein shall have an initial term that commences on the availability of the service and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance ^(excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. Travel expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, (unless another date is listed in the Investment Summary), and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, as outlined in the Support Call Process. ^Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD and eCitation phone support will be provided via pager and a support representative will respond to CAD and eCitation service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements)along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, 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.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C, Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD and eCitation phone support will be provided via pager and a support representative will respond to CAD and eCitation service calls within 30

minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Red Hat Third Party End User License Agreement

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END USER LICENSE AGREEMENT
RED HAT GPLv2-BASED

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This end user license agreement ("EULA") governs the use of any Red Hat software application that includes or refers to this license and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU General Public License v.2 (https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html). With the exception of certain image files identified in Section 2 below, each software component is governed by a license located in the software component's source code that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

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4. **Limitation of Remedies and Liability**. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. **Export Control.** You understand that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include the Programs or related technical information licensed hereunder) ("Controlled Materials"). As required by U.S. law, you represent and warrant that you: (a) understand that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) are not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and are not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who you know or have reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understand and agree that if you are in the United States and export, re-export or transfer the Controlled Materials to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

6. **Third Party Software.** The Programs may be provided with third party software that are not part of the Programs. These third party software are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software, then you may not install them. If you wish to install the third party software on more than one system or transfer the third party software to another party, then you must contact the licensor of the applicable third party software.

7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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Exhibit ^E
Additional Terms for Enterprise Public Safety and/or Enforcement Mobile Hosted Components

We will provide you with the Enterprise Public Safety and Enforcement Mobile hosted components of Tyler Software indicated in the Investment Summary of this Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

   1.1. **"Hosted Components"** means the Enterprise Public Safety and/or Enforcement Mobile hosted components of Tyler Software identified in the Investment Summary.

   1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Hosted Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this Exhibit E.

   1.3. **"SLA"** means the service level agreement applicable to the Hosting Services. A copy of Tyler's current SLA is attached hereto as Schedule 1.

   1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for the Hosted Components.

   2.1. We will either host or engage Third Party Services in order to host the Hosted Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit F, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advanced written notice to you of our intention to do so.

   2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Hosted Components are transferred to our data center, and we provide hosting services directly to you, the terms of the SLA will also apply.

   2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

Exhibit ^E
Schedule 1
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 application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions.

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

^Exhibit F

Public Safety Planned Annual Continuing Education (PACE) Terms and Conditions

[*if applicable*]

a. The PACE services include the number of training days set forth in the Investment Summary and two (2) Connect conference passes annually.

b. Any training services or Connect registrations purchased prior to the start of the initial PACE term will be invoiced as incurred.

c. Training days expire at the end of each PACE term and can only be utilized on live modules.

d. Travel and Living Expenses are not included in the PACE fees and will be invoiced as incurred in accordance with our then-current Business Travel Policy.

e. Training hours are scheduled and delivered in four (4) or eight (8) hour increments.

f. Tyler provides on-site training for a maximum of twelve (12) people per class. In the event that more users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client-designated attendees of the initial training can thereafter train the remaining users.

g. Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

^Exhibit G
Enforcement Mobile Extended Support Services (ESS) Terms and Conditions [*if applicable*]

Purchaser:	**Client Name**	**Effective Date:**	**Start Date**
Subscription Term:	Annual	**ESS Fees:**	$

CLIENT SUPPORT ACCOUNT MANAGER (CSAM) ACTIVITIES:

Proactive Relationship Management
- Onsite kick-off meeting to establish a quarterly Strategic Account Plan.
- Serve as lead point of contact for identified Purchaser stakeholders.
- Conduct monthly phone meetings to review the plan status and make modifications if needed.
- Direct access to your CSAM ensures that Tyler is fully aware of and focused on the issues most important to you.
- The CSAM manages both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service.

Release Planning
- Assist with customized regression test planning with Purchaser specific features and guidance with business process test scripts.
- Release training plan with designated SME to ensure the end-users are getting the most from the release.
- Conduct planning meetings for release/user readiness before new releases are installed into production.

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.

Operational Best Practices
- Assistance/Recommendations for backup and recovery planning.
- Communication/Change management planning.
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively.

Purchaser Specific Knowledge
- Full understanding of Purchaser environments and database configuration.
- Understanding and recommendations for Purchaser specific configuration.
- 3rd party products/integration points.
- Understanding of Purchaser requested product functionality changes.

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

PROGRAM DETAILS

- The Client Support Account Manager (CSAM)'s responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Enforcement Mobile Software products.

- Each CSAM unit includes up to 24 Expanded Support Services (ESS) Hours per annual term which may be used for Training services for products live and in production during the then current Term. ESS Hours shall be provided by additional Tyler staff outside of the CSAM with the unique skills and qualifications to address the Purchaser's need. Expanded Support Services Hours are subject to availability and do not include travel costs including hotel, meals, rental car, parking fees, mileage fees for privately owned vehicles, and airfare. The Purchaser may purchase up to 40 additional Expanded Support Services Hours per CSAM unit, at Tyler's then current professional services rate.

- CSAM services and ESS Hours must be consumed during the current Term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent Term.

- CSAM Services shall be conducted remotely. As mutually agreed to and coordinated between both parties during the current term, the CSAM may make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of four (4) business hours and maximum of two (2) consecutive Business Days within a calendar week. Purchaser shall be responsible for any travel expenses.

ENFORCEMENT MOBILE LICENSE AND SERVICES AGREEMENT

This 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 License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means [INSERT CLIENT NAME].
- **"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 by which both your and our authorized representatives have signed 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.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"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 Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to 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 2 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"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 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You 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; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 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.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement 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 Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, 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. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. Additional Services. The Investment Summary contains the scope of services and 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. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require 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. This cooperation includes at least working with us to schedule the services outlined in this Agreement. 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).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

    (i) receive the lowest priority under our Support Call Process;
    (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
    (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
    (iv) be charged for a minimum of two (2) hours of support services for every support call; and
    (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the

Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. Hosting Services are provided on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). 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 Section J(3).

1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – 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 I(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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(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 J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process
^Exhibit D	Extended Support Services Terms and Conditions [*if applicable*]

[*REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS*]

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.	CLIENT
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: [INSERT CLIENT NAME] [INSERT CLIENT ADDRESS] [INSERT CLIENT ADDRESS] Attention: _____

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.

^*Tyler sales quotation to be inserted prior to Agreement execution.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit B
Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced upon delivery of the Tyler Software.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

   2.1 *Professional Services*: Professional services are invoiced as delivered.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Hosting Fees. Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.

4. Annual Services. Other annual services (including subscription services) not otherwise addressed herein shall have an initial term that commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

5. Third Party Products.

   5.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we make it available to you for downloading.

5.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

5.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

5.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

6. Expenses. Travel expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, 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.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
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 application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for eCitation only.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

^Exhibit D
Extended Support Services (ESS) Terms and Conditions [*if applicable*]

Purchaser:	**Client Name**	**Effective Date:**	**Start Date**
Subscription Term:	Annual	**ESS Fees:**	$

CLIENT SUPPORT ACCOUNT MANAGER (CSAM) ACTIVITIES:

Proactive Relationship Management
- Onsite kick-off meeting to establish a quarterly Strategic Account Plan.
- Serve as lead point of contact for identified Purchaser stakeholders.
- Conduct monthly phone meetings to review the plan status and make modifications if needed.
- Direct access to your CSAM ensures that Tyler is fully aware of and focused on the issues most important to you.
- The CSAM manages both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service.

Release Planning
- Assist with customized regression test planning with Purchaser specific features and guidance with business process test scripts.
- Release training plan with designated SME to ensure the end-users are getting the most from the release.
- Conduct planning meetings for release/user readiness before new releases are installed into production.

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.

Operational Best Practices
- Assistance/Recommendations for backup and recovery planning.
- Communication/Change management planning.
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively.

Purchaser Specific Knowledge
- Full understanding of Purchaser environments and database configuration.
- Understanding and recommendations for Purchaser specific configuration.
- 3rd party products/integration points.
- Understanding of Purchaser requested product functionality changes.

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

PROGRAM DETAILS

- The Client Support Account Manager (CSAM)'s responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Enforcement Mobile Software products.

- Each CSAM unit includes up to 24 Expanded Support Services (ESS) Hours per annual term which may be used for Training services for products live and in production during the then current Term. ESS Hours shall be provided by additional Tyler staff outside of the CSAM with the unique skills and qualifications to address the Purchaser's need. Expanded Support Services Hours are subject to availability and do not include travel costs including hotel, meals, rental car, parking fees, mileage fees for privately owned vehicles, and airfare. The Purchaser may purchase up to 40 additional Expanded Support Services Hours per CSAM unit, at Tyler's then current professional services rate.

- CSAM services and ESS Hours must be consumed during the current Term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent Term.

- CSAM Services shall be conducted remotely. As mutually agreed to and coordinated between both parties during the current term, the CSAM may make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of four (4) business hours and maximum of two (2) consecutive Business Days within a calendar week. Purchaser shall be responsible for any travel expenses.

End User License and Services Agreement

For Platform Solutions Division

End User License and Services Agreement for Platform Solutions Division

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AND SERVICES AGREEMENT which governs the use and license rights associated with the Licensed Software described below. Tyler Federal, LLC or its Affiliate ("Tyler") will provide Licensee with the Licensed Software as described herein and pursuant to the terms of any separate agreement between Licensee and Tyler, such as Tyler's GSA Information Technology Multiple Award Schedule ("GSA MAS"), a Purchase Order, Quote or SOW (together with this End User License and Services Agreement, the "Agreement"), subject to Licensee's compliance with the Agreement. In the event of a conflict between this End User License and Services Agreement and Tyler's GSA MAS, the terms of the GSA MAS shall control. In the event of a conflict between this End User License and Services Agreement and the Purchase Order or SOW, the Purchase Order or SOW will govern. The parties are referred to herein individually as Party or collectively as Parties.

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software or Third-Party Software

    a. Software and Documentation. The Parties expressly agree that ownership of the Licensed Software and any copies, modifications or enhancements thereto resides solely and exclusively in Tyler together with all Intellectual Property Rights. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. Tyler's licensors and Third-Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. Any derivative works, enhancements, or supporting applications created by Tyler, Tyler's Affiliates, Tyler's licensor or Third-Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. Licensee assigns title, ownership, and all rights to Tyler in any such derivative works not otherwise owned by Tyler. To the extent an assignment is not effective under applicable law, Licensee grants Tyler an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize such derivative work to the fullest extent permissible and effective under applicable law.

    b. Developments. Tyler reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Maintenance and Support Services and Professional Services under this Agreement and including any developments made as a result of Licensee's comments, suggestions or feedback, subject to each party's confidentiality rights and obligations under this Agreement.

3. Third-Party Software

This Agreement does not constitute or provide Licensee with any license to the Third-Party Software that may have been used as tools in the development of the Licensed Software, or have been integrated in the Licensed Software, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses any Third-Party Software as a function of its or its customer's use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works, or copy any Third-Party Software.

4. License Grant; Authorized Usage

a. License Grant for Infrastructure as a Service, Platform as a Service, Software as a Service. The License Grant for IaaS, PaaS, or SaaS shall become effective on the Effective Date and remain in effect through the License Period, or until the Agreement is otherwise earlier terminated. This Agreement grants a limited, worldwide, non-exclusive, non-transferable license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, and/or any application or operation software installed on equipment located at a physical data center as further delineated in the Purchase Order. Licensee may only use the Licensed Software for Permitted Use.

b. License Grant for Perpetual Licenses. If a perpetual license is expressly designated in a Purchase Order, this paragraph shall apply instead of Section A4(a), and the License Grant shall become effective on the Effective Date and remain in effect perpetually, or until this Agreement is otherwise earlier terminated. Licensee may only use the Licensed Software for its own Permitted Use. The License is to the object code version of the Licensed Software, including any Configuration, at the location defined in the Purchase Order or other permitted locations.

c. Limitations on License Grant.

    i. Licensee's Compliance with Laws. Licensee agrees that all activities with regard to the Licensed Software, Documentation, and Third-Party Software shall at all times comply with applicable laws and regulations.

    ii. Limitations of Use. Licensee may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), except as expressly authorized by Tyler, in the Agreement. Licensee's License may not be transferred, leased, assigned, or sublicensed without Tyler's prior written consent.

    iii. Object Code. The Licensed Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the Licensed Software object code into source code, translate or otherwise attempt to discover the underlying source code. More specifically, Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software, nor permit any Third-Party to do so; (ii) copy the Licensed Software, or include the Licensed Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Licensed Software, or (iv) remove Tyler's name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, from the Licensed Software, material or Documentation.

d. Documentation. Documentation is provided solely to support Licensee's authorized use of the Licensed Software. Licensee may not otherwise use, copy, modify, or distribute the Documentation.

e. Proprietary Rights; Licensee's Obligations to Protect. The Licensed Software and Documentation contains proprietary and trade secret information of Tyler and Licensee agrees to keep such information strictly confidential.

f. Additional Usage Restrictions. Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations, conditions, and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in the Purchase Order, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery

vendor, or (3) an Affiliate. A breach of any of the above provisions shall be a material breach of this Agreement, which may result in termination or cancellation of this Agreement.

g. Use of Cookies. Most Licensed Software contains cookies. Tyler may use cookies for usage tracking purposes and statistical analysis, which helps Tyler to improve the Licensed Software by giving Tyler some insight into how the Licensed Software is being used. Please email support@tylertech.com for any further information on Tyler's use of cookies.

h. Privacy. Licensee consents to such use of cookies and represents and warrants that it has provided adequate notice to all users of the Licensed Software of, and obtained their informed consent to, the use of cookies by the Licensed Software in accordance with applicable Privacy Laws. Licensee is responsible for providing appropriate information and obtaining any required consent from its users of the Licensed Software in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Licensed Software. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws. Licensee warrants to Tyler that it will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable Privacy Laws.

i. The Licensed Software is not designed to process or store (i) data protected under the Family Education Rights and Privacy Act ("FERPA"), (ii) data from Criminal Justice Information Services (CJIS), (iii) Protected Health Information (PHI) as defined by HIPAA or other state health privacy law, or (iv) other sensitive data (collectively, "Sensitive Data"), and by using the Licensed Software, Licensee acknowledges and agrees that Licensee is using the Licensed Software at Licensee's own risk and that Licensee is solely responsible for data stored within or transmitted through the Licensed Software in any manner that is contrary to the uses for which the Licensed Software is designed and offered for use in this Agreement. If Licensee intends to use the Licensed Software to store or transmit Sensitive Data, then the Licensee and Tyler will expressly specify that use in the contract between the two parties and this clause will not be applicable.

j. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSE SET FORTH IN THIS SECTION REPRESENTS LICENSEE'S ONLY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OUTSIDE THE SCOPE OF THE ABOVE-DESCRIBED LICENSES IS PROHIBITED.

5. Mobile Applications

a. All Mobile Applications. Tyler may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement.

b. b. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the terms of use set forth in the App Store Terms of Service or set forth with the Mobile Application.

6. Non-production Instances

a. Test, Development, and Training Instance. Unless otherwise provided in the Purchase Order, Licensee may use the Licensed Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Licensed Software for these purposes is limited to the same number of Concurrent Users as permitted under the Purchase Order and this Agreement.

Any copies made of the Licensed Software or Documentation pursuant to this Section shall contain Tyler's proprietary and/or copyright notice(s).

b. Support on Non-Production Instances. Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.

7. Delivery and Acceptance

a. Tyler will deliver to Licensee the current version of the Licensed Software as described in the agreed upon Purchase Order. Tyler will deliver the Licensed Software, Documentation and Updates via electronic transmission from the United States, FOB shipping point (as defined per the Uniform Commercial Code). Tyler shall have no obligation to maintain or to make any enhancements to the Licensed Software except as set forth in the agreed upon Purchase Order. Except for delivery of the Licensed Software and materials as provided in this paragraph, Tyler shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, enhancements, or any further services whatsoever.

b. Tyler will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in the Purchase Order. Tyler is not responsible for delays caused by events beyond its reasonable control or delays caused by or related to Licensee or its failure to meet its obligations under this Agreement. Licensee hereby agrees that installation of the Licensed Software constitutes acceptance.

8. Licensee Responsibilities

a. Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Tyler shall not be liable to Licensee or its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of Tyler's employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including, but not limited to, backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

b. In addition, Licensee is responsible for the following actions:

i. Supplying all hardware, software, integration components and environmentally sound location(s) required to support Licensed Software performance as described in product literature (except where Tyler is providing IaaS, PaaS, or SaaS services that includes the hardware, software, integration components and environmentally sound location(s));

ii. Supplying skilled personnel to support Licensed Software's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;

iii. All input of, changes to or deletions of all data, media and content provided by Licensee or its authorized users ("End User Data") in the Licensed Software and the security of all passwords and other access protocols required in order to access the Licensed Software; and

iv. The accuracy, quality, integrity, legality, reliability, and appropriateness of all End User Data.

c. Licensee retains all ownership rights, title, and interests in and to the End User Data; provided, however, Licensee hereby grants to Tyler a non-exclusive right and license to use the End User Data for the limited purpose of providing the Licensed Software.

9. Audit Rights

Licensee authorizes Tyler to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to Tyler in order to reasonably assist in its compliance investigation. Tyler shall bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be in violation of this Agreement, in which case Licensee will bear all costs and agrees to remit payment for documented violations. For U.S. Government Licensees, any violation shall be resolved and remedies shall be sought by Tyler via filing an equitable adjustment claim in accordance with the Contracts Dispute Act.

Section B: General Terms and Conditions

1. Definitions

a. "Affiliates" shall mean any entity that is controlled by a Party, under common control with a Party or controls a Party.

b. "Application Platform" means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software platform.

c. "Concurrent Users" means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.

d. "Configuration" means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture data in accordance with Licensee's requirements.

e. "Correction" means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, "when and if available" basis.

f. "Documentation" means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.

g. "Defect" means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.

h. "Dispute" means any dispute or claim arising out of or in relation to this Agreement.

i. "Effective Date" means the date set forth in the agreement between Licensee and Tyler, Purchase Order or the date of last signature of the Quote incorporated into the Purchase Order. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Maintenance and Support Services.

j. "Government Licensee" means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other country, state, or local government that has licensed Software.

k. "Infrastructure as a Service" or "IaaS" means a service provided by Tyler in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application servers, internet, and connectivity. IaaS does not include Licensed Software.

l. "Instances" means an installed copy of the Licensed Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.

m. "Intellectual Property Rights" means all copyrights, expressions, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.

n. "License Fees" means those fees paid to Tyler by Licensee for the Licensed Software and any Third-Party Software. License Fees exclude fees for Annual Support and Maintenance.

o. "License Grant" means for Licensed Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business purposes.

p. "Licensed Software" means the object code version of the Application Platform, and its respective modules (if licensed), (including Updates and Corrections thereto), and other software products identified in a Purchase Order or the Agreement and licensed to Licensee by Tyler. Licensed Software was developed exclusively at private expense and is a Commercial Item, including commercial computer software, as those terms are defined in the Federal Acquisition Regulation ("FAR"), 48 C.F.R. 2.101.

q. "License Period" means the date the license will begin, which will be the Effective Date, and shall continue through the period set forth in the Purchase Order, unless otherwise terminated as set forth in Section B7.

r. "Licensee" means the single end-user client organization, but excluding other entities, governmental agencies or governmental departments.

s. "Maintenance and Support Services" means the maintenance and support services provided by Tyler in connection with the Licensed Software as described in Section C.

t. "Major Defect" means a Defect that causes most or all the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.

u. "Minor Defect" means a Defect that that is not a Major Defect and renders part of the Licensed Software inoperable.

v. "Misuse" or "Misused" means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.

w. "Mobile Application" means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.

x. "Partner" means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. In this context, the term "partner" shall not imply any legal or

statutory partnership concepts.

y. “Permitted Use” means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other governmental department or agency, or business entities or organizations; provided, however, if Licensee is an authorized partner or reseller with written consent from Tyler, Licensee may sublicense to a Government Licensee.

z. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another, including, without limitation, Sensitive Data (if applicable).

aa. "Platform as a Service" or "PaaS" means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration.

bb. "Privacy Laws" means statutes, regulations and any other enforceable laws, codes, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the Parties or to this Agreement.

cc. "Process" or "Processing" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.

dd. "Professional Services" means, collectively, any consulting or training services provided by Tyler and as further delineated in Section D.

ee. "Purchase Order" means, the document with signature lines that references a Quote or defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services, and which may include an SOW.

ff. "Quote" means an estimate provided by Tyler for the Licensed Software, Annual Support and Maintenance, and/or Professional Services.

gg. "Software as a Service" or "SaaS" means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.

hh. "SOW" means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both Parties.

ii. "Support Contractor" means a Third-Party with whom Licensee has contracted to install, maintain, host, or operate the Licensed Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to Tyler identifying any Support Contractor that is given access to the Licensed Software.

jj. "Third-Party Software" includes any software not owned by Tyler that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production, compilation, or development of the Licensed Software provided under this Agreement.

kk. "Updates" means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which Tyler makes generally available to its clients and that are identified by a new release number. The terms and conditions governing Updates are set forth in Section C.

ll. "Upgrades" means a platform level change, which is a more significant enhancement or development effort than an Update. Upgrades are made available to clients or Licensee for a supplemental fee.

mm. "U.S. Government Licensee" means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."

2. Fees and Other Charges

    a. License Fees. Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software within 30 days following delivery of the Licensed Software. If additional License Fees are specified for the Licensed Software, a modification, purchase order or Agreement modification may be issued to purchase such additional licenses. Licensed Software payments are final. Except for US Government Licensees, Tyler reserves the right to suspend the License Grant if Licensee fails to pay License Fees due in accordance with this Agreement. For IaaS, SaaS, or PaaS Licenses, the first invoice will be for either the first twelve months of the License Period or the portion thereof to correspond with the term for other term products, at Tyler's option. For IaaS, SaaS, or PaaS License renewals, Tyler will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable thirty (30) days from the invoice date.

    b. License Fee Exclusions. Perpetual License Fees do not include Maintenance and Support Services and no License Grant includes Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or Third-Party Software.

    c. Standard Maintenance and Support. In order for Tyler to provide software support for perpetual licenses, Licensee must purchase annual Maintenance and Support Services as specified in the Purchase Order. Tyler shall have no responsibility to maintain the perpetual Licensed Software unless Licensee purchases Maintenance and Support Services provided by Tyler. In the event that Licensee requests Maintenance and Support Services that are beyond the scope of this Agreement, as stated in Section C, such services will be deemed as Professional Services and Tyler may provide such Professional Services at its then-current rates for services or expenses. Unless otherwise set forth in a Purchase Order, Tyler will invoice Licensee annually in advance for the first standard Maintenance and Support Services payment, which is payable within thirty (30) days after execution of the Purchase Order. Tyler will invoice Licensee for subsequent annual Maintenance and Support Services payments prior to the start of each next maintenance period, payable within thirty (30) days of invoice date.

    d. Late Charges. With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, Tyler may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. Tyler may suspend Licenses, Maintenance and Support Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from Tyler. For U.S. Government Licensees, Tyler shall not charge interest for a late payment; however, Tyler reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.

e. Professional Services. Tyler will submit an invoice for Professional Services upon completion of all Professional Services performed in a given month in accordance with the Statement of Work. All Professional Services invoices are payable within thirty (30) days after invoice date.

f. Payment. Payments to Tyler can be either mailed to: Tyler, Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Purchase Order. All fees and other charges referred to in the Agreement will be paid in US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.

g. Disputed Invoices. Licensee will notify Tyler within fifteen (15) days after the date of an invoice if there is a dispute about that invoice. Tyler will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify Tyler in writing as to the nature and substance of any disputed portion.

h. Taxes. Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. Tyler may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay or reimburse Tyler for all taxes (other than taxes based on Tyler's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that Tyler receives the full amount of fees invoiced, and provide Tyler with evidence of withholding, if applicable. Tyler may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with Tyler.) Tyler shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to Tyler for any costs, fees and taxes that Tyler incurs due to any invalid tax exemption claimed by Licensee.

3. Warranty

a. WARRANTY. EXCEPT AS SET FORTH IN THE AGREEMENT OR AN SOW, THE LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND TYLER DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR THIS WARRANTY SHALL BE RE-PERFORMANCE OF SERVICES.

4. Limitation of Liability

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE CUMULATIVE LIABILITY OF TYLER TO LICENSEE FOR ALL CLAIMS RELATING TO THE AGREEMENT, LICENSED SOFTWARE AND ANY SERVICES RENDERED HEREUNDER, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO TYLER FOR THE RELEVANT LICENSED SOFTWARE OR SERVICES WITHIN THE PRIOR 12-MONTH PERIOD.

b. EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT

NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

5. Indemnification

    a. If a Third-Party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), Tyler will (as long as Licensee is not in default under this Agreement or any other agreement with Tyler) defend Licensee against such Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights.

    b. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if Tyler believes such an injunction is likely, Tyler may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in Tyler's sole judgment, require Licensee to return the Licensed Software and refund any License Fees prepaid for the Licensed Software for future use .

    c. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) Third-Party Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any Third-Party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by Tyler, (5) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.

    d. THIS SECTION STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. Default

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with Tyler, Tyler may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is a U.S. Government Licensee. If Licensee is a commercial entity or Government Licensee, Tyler may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).

7. Termination; Survival

    a. Termination. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice, if such default is not cured in such notice period.

    b. Effect of Termination. In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. Upon termination of this Agreement, or upon expiration of the License Period (if applicable), Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by Tyler, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all

copies thereof. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due Tyler and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

c. Survival. The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software or Third-Party Software), Section A3 (Third-Party Software), Section A9 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Dispute Resolution), Section B13 (Non-Solicitation), Section B16 (Modifications and Waiver), Section B18 (Commercial Computer Software), Section B19 (Compliance with Law), and Section B20 (Export Control).

8. Publicity, Marketing and User Satisfaction

Licensee agrees to be included on a list of Tyler clients as a reference. Furthermore, Licensee hereby authorizes Tyler to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Maintenance and Support Services, and Professional Services hereunder. Tyler shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Licensee agrees that Tyler may send partner satisfaction surveys directly to government and commercial users of the Licensed Software for purposes of understanding user feedback and enhancing the Licensed Software to better serve customers/licensees.

9. Confidentiality and Non-disclosure

a. "Confidential Information" means any information which one party (“Disclosing Party”) provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.

b. Except as required by applicable law, as amended, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors, Consultants and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a Third-Party which is not under and does not thereby breach an obligation of confidentiality.

c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement

and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information.

d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

e. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by Tyler of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to Tyler in writing such Restricted Data. Tyler may add a surcharge to cover additional costs of handling Restricted Data.

10. Notices

All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail to the address set forth in the Purchase Order. Notices delivered personally shall be effective upon delivery and notices delivered by U.S. mail shall be sent certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement and will be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be deemed received during the first business hour following receipt.

11. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions; provided, however, for U.S. Government Licensees, the Agreement shall be governed by applicable U.S. federal law, without regard to any conflicts of law provisions.

12. Dispute Resolution.

a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement, the parties hereto shall endeavor to use reasonable efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation.

b. Arbitration. The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential

information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

c. Litigation Rights. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. Tyler reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, Tyler shall be entitled to recover its costs and reasonable attorneys' fees, regardless of the arbitration requirements.

13. Non-Solicitation.

During the term of the Agreement and until one year after termination of the Agreement, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licensed Software, Maintenance and Support Services or Professional Services, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity, provided that the hiring party did not directly solicit the employee.

14. Independent Contractor.

Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

15. Partner Transactions.

Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.

16. Modifications and Waivers

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver or modification by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

17. Force Majeure

Neither party shall be liable for any failure to perform, loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, to the extent occurring outside the reasonable control and without the fault or negligence of the affected party.

18. Commercial Computer Software

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in

accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".

19. Compliance With Law

    a. Licensee will use the Licensed Software Maintenance and Support Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.

    b. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

    c. Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws.

20. Export Control

    a. Licensed Software and Documentation furnished under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use.

    b. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.

    c. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. Entire Agreement.

    a. The Agreement is the entire agreement between Licensee and Tyler relating to the specific Licensed Software or services provided hereunder and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document issued by the Licensee will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

22. Assignment.

Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense the Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid.

23. Severability.

If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere.

Section C: Standard Maintenance and Support Maintenance

1. During any period for which Licensee has made the required standard maintenance and support payment, Licensee shall be entitled to receive the following from Tyler:
    a. Updates (as described below);
    b. Defect Correction (as described below); and
    c. Telephone Support (as determined by the specific support plan located in the Purchase Order or maintenance invoice, and as further described below).
2. Lapse in Maintenance and Support.

Subject to Licensee's payment of the annual standard maintenance and support fee, Tyler agrees to provide annual standard maintenance and support, as described in this Section C. In the event that Licensee allows its payment for standard maintenance and support to lapse, Tyler may charge (at its discretion) a reinstatement fee equal to $5,000 in addition to all past due maintenance and support fees. A "lapse" as used herein means any period of time that occurs after the standard maintenance and support period has expired.

3. Updates.

Tyler shall provide Licensee all Updates, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available, at no additional charge, to other Licensed Software customers of Tyler.

4. Defect Correction
    a. Licensee shall report suspected Defects in the Licensed Software to Tyler using the Tyler hotline or the Internet and shall document the suspected Defect. If the Defect is confirmed, Tyler shall use commercially reasonable efforts to provide a Correction to Licensee.
    b. Tyler shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that Tyler shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release.
    c. Tyler reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to Third-Party equipment.
    d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by Tyler within a reasonable time after such procedures have been received.
5. Telephone Support.

Tyler shall provide telephone support for Licensee to report problems and to seek assistance in the use of the Licensed Software. Tyler provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call Tyler will provide a maintenance call identification number. Tyler shall return support calls within a commercially reasonable time, normally one (1) business hour, after receipt of Licensee's call. During this call back, Tyler will employ commercially reasonable efforts to either resolve the problem or provide Licensee with

an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem.

6. Major Defect.

When Licensee reports a Major Defect to Tyler using the Tyler hotline, Tyler shall proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such Major Defect and (ii) unless the Major Defect is corrected within forty-eight business hours of Tyler's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the Major Defect on the operation of the Licensed Software until the Major Defect is corrected.

7. Minor Defect.

When Licensee reports a Minor Defect to Tyler using the Tyler hotline, Tyler shall within a commercially reasonable time initiate efforts to (i) recreate and correct such Minor Defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the Minor Defect on the operation of the Licensed Software until the Minor Defect is corrected.

8. Documentation.

Tyler will provide to Licensee, at Tyler's option, either in hard copy or by electronic media updated Documentation for any Updates, Corrections, modifications, improvements, or enhancements to the Licensed Software.

9. Supported Versions.

Tyler shall not be responsible for correcting Major Defects or Minor Defects in any version of the Licensed Software other than the most recent release of the Licensed Software. Tyler shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

10. Licensee Responsibilities.

Tyler shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Misuse, or (D) any other cause not reasonably attributable to Tyler; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee's business location.

11. Excluded Items.

In addition to the items listed in Section 10 above and the other provisions of this Agreement:

a. Tyler's maintenance/support obligations shall not include:

   i. development or support for any Licensed Software customizations or custom reports;

   ii. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Tyler;

   iii. supporting hosting providers not certified by Tyler; or

   iv. Tyler University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Tyler.

b. If Tyler notifies Licensee that an issue for which Licensee has requested maintenance is not covered, Tyler will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which Tyler will perform such services at Tyler's then-current rates.

Section D: Professional Services Terms and Conditions

1. Professional Services.

Tyler shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Any staff or personnel provided by Tyler to provide the Professional Services under an SOW or Quote (as applicable) are referred to as “Consultants”.

2. Project Management.

Licensee shall provide Tyler in writing, the names and contact information for an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the “Project Manager”).

3. Work on Licensee's Premises.

Tyler shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee incorporated into the Agreement while such Consultants are on Licensee's premises, provided that Licensee provides Tyler with reasonable advance written notice of those policies.

4. Licensee's Cooperation.

Tyler's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing Tyler with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. Tyler will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Tyler may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification.

5. Statement of Work.

All work performed by Tyler will be documented in the Agreement. The Agreement shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee.

6. Change Orders.

Either party may propose changes in the scope of the Agreement, but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a “Change Order”).

7. Scheduling.

Tyler will try to accommodate schedule requests of Licensee to the extent commercially practicable. Tyler reserves the right to change such schedule due to unavailability of assigned Consultants due to causes beyond Tyler's reasonable control. Tyler will make commercially reasonable efforts to replace any such Consultant within a reasonable time to limit impact on the schedule.

8. Changes to SOWs.

Changes to the SOW require thirty (30) days’ advance written notice ("Notice Period") to other party and mutual agreement. Upon mutually agreed cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation. If Licensee requests to modify an

SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period.

9. Fees and Expenses.

Unless otherwise provided in the Agreement, Licensee shall pay Tyler on a time and materials basis at Tyler's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the Agreement. Unless otherwise agreed in writing in the Agreement, the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the GSA MAS contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse Tyler for and will be invoiced for all travel and other expenses. Unless otherwise set forth in the Agreement, out-of-pocket expenses will be reimbursed on a pass-through basis based on the cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee agrees that Tyler will not provide a credit for or reimbursement to Licensee for discounts or other benefits that are a result of travel service provider relationships.

10. Acceptance of Deliverables.

The process for accepting each deliverable under the Agreement and this Section D will be in accordance with the following:

a. Tyler will submit all deliverables other than software in writing.

b. Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.

c. Within 10 business days of the requested changes Tyler will resubmit the deliverable.

d. Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find it acceptable the above process will continue.

e. If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Updated 01/10/24

Tyler Assessment Plus

Software as a Service Terms of Service

TYLER ASSESSMENT PLUS SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Assessment Plus SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the Assessment Plus proprietary software products.

Customer agrees to be bound by these terms and conditions in these ASSESSMENT PLUS SOFTWARE AS A SERVICE
TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the Assessment Plus products, applications, and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased, or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or Statement of Work.
- **"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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Task Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement applicable to the Assessment Plus SaaS Services. A copy of our current SLA may be accessed at https://www.tylertech.com/terms/service-level-agreement.
- **"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 may be accessed at https://www.tylertech.com/terms/support-call-process.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(4).

2. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not

create or endorse any Data used in connection with the SaaS Services.

3. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(4), below, the SLA and our then current Support Call Process.

5. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems

(hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
2. 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 provide implementation services, 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.
3. 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. 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).
4. Maintenance and Support. For so long as you timely pay your SaaS Fees in accordance with Section D(1) of this Terms of Service, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
   4.1 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);
   4.2 provide telephone support during our established support hours;
   4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
   4.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a

maintenance and support agreement in effect; and

4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – LIMITATION OF LIABILITY

1. **<u>DISCLAIMER</u>. 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.**
2. **<u>LIMITATION OF LIABILITY</u>. 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**
3. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. 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.**

Tyler Assessment Plus

Terms of Service

TYLER ASSESSMENT PLUS TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Assessment Plus solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the Assessment Plus proprietary software products.

Customer agrees to be bound by these terms and conditions in these ASSESSMENT PLUS TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the Assessment Plus products, applications, and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased, or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or

Statement of Work.

- **"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.
- **"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 may be accessed at https://www.tylertech.com/terms/support-call-process.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SOFTWARE LICENSE

1. License Grant & Restrictions.
   1.1. We grant to you a non-exclusive, non-assignable license to use the Tyler Software solely for your internal business purposes. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3. You 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; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4. The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5. The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

   1.6. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our

PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.7. Tyler reserves 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.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement 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 Agreement.

SECTION C – PROFESSIONAL SERVICES & MAINTENANCE & SUPPORT

1. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
2. 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 provide implementation services, 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.
3. 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. 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).
4. Maintenance and Support. For so long as you timely pay your annual maintenance and support fees in accordance with Section D(1) of this Terms of Service, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
   4.1 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);
   4.2 provide telephone support during our established support hours;
   4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
   4.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
   4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

For the avoidance of doubt, annual maintenance and support fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – LIMITATION OF LIABILITY

1. **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.**
2. **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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE ANNUAL FEES PAID TO TYLER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**
3. **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.**

End User Professional Services Agreement

For Cybersecurity Services

END USER PROFESSIONAL SERVICES AGREEMENT FOR CYBERSECURITY SERVICES

This END USER PROFESSONAL SERVICES AGREEMENT FOR CYBERSECURITY SERVICES, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Cybersecurity Services under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler Cybersecurity Services procured, and it governs the Customer's use as an end user of the Tyler Cybersecurity Services.

Customer agrees to be bound by these terms and conditions in this END USER PROFESSONAL SERVICES AGREEMENT FOR CYBERSECURITY SERVICES ("Agreement") which governs the use of the Tyler Cybersecurity Services. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain services which Tyler has designated as "Cybersecurity Services" and has used such services in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive right to use the Cybersecurity Services as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this End User Professional Services Agreement for Cybersecurity Services.
- **"Customer**" means the state, or local government, an agency, or entity of the state, or local government, that is identified in the Purchase Order or ordering document issued off the NASPO ValuePoint Master Agreement.
- **"CyberSecurity Services"** means the services listed on an appliable Investment Summary, Order Form, or Purchase Order to be provided by Tyler under this Agreement.
- **"Documentation"** means any online or written documentation related to the services including, without limitations, any deliverables that we provide or otherwise make available to you.
- **"Effective Date"** means the date start date identified in the Order Form or Purchase Order. If a Customer is a US Government Customer, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Cybersecurity Services.
- **"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," "Order Form," or "Purchase Order"** means an ordering document, that references a sales quote or investment summary, specifying the Cybersecurity Services to be provided hereunder that is entered into between Customer and Tyler or Customer and

Authorized Reseller, including any addenda and supplements thereto.

- **"Invoicing and Payment Policy" means the terms for payment for Cybersecurity Services.**
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Customer.

SECTION B –PROFESSIONAL SERVICES

1. Services. We will provide you the services indicated in the applicable Investment Summary, Order Form, or Purchase Oder or any order for additional services.
2. Additional Services. 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.
3. 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), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
4. 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 provide implementation services, 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.
5. Client Assistance. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to timely perform the scope of services. This cooperation includes at least working with us to schedule the services you have contracted for. 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).

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary, Order Form, or Purchase Order per Exhibit B of this Agreement, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION D – TERM & TERMINATION

1. Term. The term of this Agreement shall commence on the date of execution and end when terminated by either party in accordance with this Agreement.
2. Term for Annual Subscription Services. In the event you acquire any annual subscription services pursuant to this Agreement, the initial term for such services shall commence on the first day of the month following your agreement to purchase such services and lasts for the duration indicated on the Investment Summary, Order Form, or Purchase Order. If no term is indicated therein, the initial term is one year. Upon expiration of such initial term, the subscription services will renew automatically for additional one (1) year renewal terms at our then-current fees.
3. Termination For Cause. Either party may terminate this Agreement for cause in the event the allegedly breaching party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within thirty (30) days of receiving a written notice of the alleged breach. Both parties agree to comply with Section F (1), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.
4. Termination for Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. General Indemnification.
   1.1. 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 physical property damage to the extent caused by our negligence or willful misconduct; or (b) allegations of infringement of any patents or copyrights related to the services provided pursuant to 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.
   2.1 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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.
2. **DISCLAIMER/AS-IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TYLER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, A**

PARTY'S 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 THE LESSER OF (A) THE PARTY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. 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 SECTION E (1).

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

SECTION F – GENERAL TERMS AND CONDITIONS

1. 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 meet 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, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
2. Taxes. The fees listed in this Agreement 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 arising from our performance of this Agreement.
3. 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.
4. E-Verify. Both parties 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
5. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
6. 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.
7. Force Majeure. 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.

8. 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 End User License Agreement(s).
9. 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
10. 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.
11. 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.
12. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
13. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
14. 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.

15. 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.
16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
17. Multiple Originals and 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.
18. Ownership. We reserve all rights not expressly granted to you in this Agreement. The Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Documentation.
19. Contract Documents. This Agreement includes the following exhibit:

    Exhibit A Invoicing and Payment Policy
20. Order of Precedence. Any ambiguity, conflict, or inconsistency in this Agreement shall be resolved according to the Order or Precedence listed below:
    - A Participating Entity's Participating Addendum ("PA");
    - NASPO ValuePoint Master Agreement, including all attachments thereto, including this End User Professional Services Agreement for Cybersecurity Services;
    - A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
    - The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
    - Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

Exhibit A

Invoicing and Payment Policy

We will provide you with the services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in this PSA.

Invoicing: We will invoice you for the applicable services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Professional Services.
   1.1 *One-TIme Services*: All services except for fixed price or subscription services are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   1.2 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service or deliverable, as applicable.
2. Subscription Services. Fees for annual subscription services shall be payable annually in advance, beginning on the commencement of the initial term as set forth at Section D(2). Your annual subscription services fees for the initial term for subscription services included as of the Effective Date are set forth in the Investment Summary. Upon expiration of the initial term, your annual subscription services fees will be at our then-current rates.
3. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current business travel policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Disbursements Software

Disbursements Agreement for Card Issuance

Disbursements Software
Disbursements Agreement
For Card Issuance

This Disbursements Agreement for Card Issuance (including the NASPO ValuePoint Master Agreement and applicable Participating Addenda for those Purchasing Entities purchasing Tyler's Disbursements Software providing disbursements of prepaid debit cards under such vehicle), is the entire agreement, and is entered into by and between Customer and Tyler relating to the Disbursements Software propriety software products procured, and it governs the Customer's use as an end user of the Disbursements Software and solutions.

Customer agrees to be bound by these terms and conditions in this DISBURSEMENTS AGREEMENT FOR CARD ISSUANCE ("Disbursements Agreement") which governs the use and license rights associated with the disbursement of prepaid debit cards products, applications, and modules. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler or its affiliates have designed, developed, purchased or configured certain computer software systems which Tyler has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Disbursements Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

A. CERTAIN DEFINITIONS

1. "Disbursements Agreement" means this Disbursements Agreement for Card Issuance, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
2. "Affiliate" means any person or entity controlled by, under common control of, or controlling Tyler.
3. "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Disbursements Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.
4. "Card" means the network branded prepaid debit card issued by Issuer.
5. "Cardholder Agreement" means the terms and conditions that govern the use of the Card, or online terms and conditions for digital disbursements.
6. "Client Data" means the data put into the services by Client or a cardholder.
7. "Confidential and Proprietary Information" means all information in any form relating to, used in, or arising out of Rapid or its Affiliate's business, services, or operations (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client'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's or its Affiliate's inventions, trade secrets, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, processes, analyses, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, pricing, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, technical or security information or architecture, and Intellectual Property. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

8. "Intellectual Property" means, collectively computer programs, software, systems, related documentation, technology, services, know-how, and processes, developed by Tyler and its Affiliates.
9. "Issuers" and "Sponsor Bank" means the FDIC insured bank that is a member of the Associations and that gives—or issues—credit and debit cards to cardholders or account holders.
10. "Order Form" means a document listing the pricing and product description associated with this.
11. "Disbursements Software" means Tyler's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access.

B. SCOPE OF SERVICES

1. The Disbursements Software provides card issuance and digital disbursements on a single platform through the use of its Affiliates and third-party issuers, sponsor banks, and other third party providers. Tyler will provide the Disbursements Software more fully described in the Order Form.
2. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution, Tyler will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Tyler has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Tyler's sole expense. Tyler shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.
3. Client acknowledges and agrees that the system shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Tyler shall have the right to prevent anyone who may, in Tyler's sole determination, violate any federal or state law, rule or regulation, or violate any operating rules from accessing the system. Tyler reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Tyler shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.
4. Client agrees that the Tyler does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Tyler and shall regularly audit its own bank accounts.

5. Tyler is entitled to rely on the information and instructions provided by Client. Client will provide Tyler with the payment information, and account details or mailing address for the recipients. Client is responsible to keep such information and instructions current and accurate. Client agrees that such information and instructions constitute the Client's authorization and instruction to Tyler to authorize such transfers. Once Client has provided its authorization for a payment, Client may not be able cancel the payment and Client agrees to take full responsibility for the payment amount that is provided to fully reimburse Tyler for all payments that Tyler disburses pursuant to this section, plus fees due to Tyler for such disbursements. Client understands and agrees to pay and fully reimburse Tyler for all such amounts, regardless of whether Client's information or instructions contained an error.

C. DISBURSEMENTS SOLUTIONS PROCESS OVERVIEW

1. Rapid will provide Client with an inventory of Disbursement Pamphlets and continue to fulfill inventory requirements per the Client's usage.
2. Rapid provides Client with the account numbers and Client is responsible for assigning each individual recipient with one of the account numbers shall provide the Disbursement Pamphlet to the recipient. The Disbursement Pamphlet contains the prepaid debit card ("Card"), the terms and conditions that govern the use of the Card, ("Cardholder Agreement"); information on how to contact customer service and other FAQ that might be useful for ease of use.
3. When Client is ready to pay the recipient, Client will provide Rapid with the payment file or payment instructions detailing the tokenized account number, recipient's information and the amount to be loaded onto the Card and once received by Rapid, Rapid provides the same details to the Sponsor Bank, and the Sponsor Bank loads the funds to the Cards, which will be immediately available on the associated Card.
4. Rapid will provide Client with the following options that Client can make available to recipients to access their funds:
    a. Use the prepaid Mastercard at any retail location that accepts Mastercard.
    b. Cash out the card at a principal MasterCard l bank (All major banks).
    c. Instantly transfer funds to a personal debit card.
    d. Direct deposit into their personal bank account.
    e. Push to their PayPal or Venmo account.
    f. Request a paper check.
    g. Donate the funds to a charity of their choice.
    h. Use the funds to purchase a gift card.

D. LICENSE GRANT, OBLIGATIONS, AND RESTRICTIONS

1. **License Grant**. Tyler hereby grants Client a non-exclusive, revocable license to use the Disbursements Software and related Intellectual Property for its internal business purposes for the term of the Agreement. Tyler, and its Affiliates (and its licensors, where applicable), owns all right, title, and interest, in and to the Disbursements Software, Intellectual Property, or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the services. All rights in the Disbursements Software and Intellectual Property not expressly granted to Client are reserved by Tyler, its Affiliates, and its licensors. Client shall at all times be responsible for its own compliance with applicable laws, operating rules, and regulations, including but not limited to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA), the Electronic Funds Transfer Act (EFTA), Regulation E of the EFTA, applicable data privacy and data protection laws, and the Fair Credit Reporting Act (FCRA). Unless otherwise provided in a separate agreement between Tyler, or an Affiliate, and Client, any intellectual property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Client directly from the manufacturer or developer of such machinery or third-party intellectual property. Client acknowledges that the license granted

herein is limited to Client's use exclusively and that Client does not have the right to sub-license the Disbursements Software or third-party intellectual property in either their original or modified form. Client agrees that it shall not reverse-engineer, disassemble or decompile the Disbursements Software. Client shall not give any third-party, except Client's employees, access to the Disbursements Software without Tyler's prior written consent.

2. **Obligations**.

   i. Client agrees that Tyler does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Tyler and shall regularly audit its own bank accounts.

   ii. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Disbursements Software, and for its end users' use of the Disbursements Software. Client is responsible for all activities conducted under its login credentials. Tyler has the right at any time to terminate or suspend access to any user if Tyler reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Disbursements Software, any Client Data, Tyler, or Tyler's other customers.

   iii. As required by the EFTA and Regulation E, if Client is providing a government benefit, including but not limited to distributing needs-tested benefits and/or gate money, then:

      a) Client shall strictly ensure that any person to whom a card may be issued under the Disbursements Agreement is, in advance of the issuance of a card, provided with a clear and conspicuous choice of payment other than the card, such as, but not limited to, payment by check (the "Payment Choice Requirement").

      b) Upon Tyler's request no more frequently than quarterly, Client will promptly provide Tyler with a written certification with respect to Client's compliance with the Payment Choice Requirement.

      c) Client's noncompliance with the Payment Choice Requirement shall (A) constitute a material breach of this Disbursements Agreement by Client and give Tyler the right to immediately terminate this Disbursements Agreement upon written notice to Client, and (B) entitle Tyler to indemnification by Client from and against any and all claims, actions, liability, judgments, damages, costs, fines, penalties, and expenses, including reasonable attorneys' fees to the extent arising from Client's noncompliance with the Payment Choice Requirement, which indemnification obligation shall survive the termination or expiration of the Agreement.

   iv. Tyler will communicate with the Sponsor Bank and/or Issuer on the Client's behalf for the purpose of providing the Sponsor Bank and/or Issuer with the details of the disbursement of payments to the specified recipients in accordance with the instructions provided by Client.

   v. The parties acknowledge that neither Tyler, nor its Affiliates are a bank, and they are not providing any banking services hereunder. No provision of this Agreement should be read or interpreted to authorize or require Tyler to perform any action that would cause Tyler or its Affiliates to be subject to, or in violation of, any federal, state, or local law or regulation applicable to banks or other financial institutions or financial service providers.

   vi. Client is solely responsible for (i) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the services from Client's network or hardware; and (ii) identifying and preventing any unauthorized access to, use of, or disclosure of the services or any content on the services by advising Tyler promptly, but in no event more than two business days after Client learns of such access, use or disclosure. In addition, Client agrees to access, and require users of

the Tyler solutions to access, the services in a secure manner in compliance with Tyler's reasonable standards established from time to time.

vii. Once the Client uploads the payment file to Rapid, the Client's bank account can be reconciled. Rapid, on behalf of the Sponsor Bank, performs the escheat recordkeeping process and if applicable instructs the Sponsor Bank to remit such unclaimed funds to the appropriate jurisdiction consistent with applicable escheatment and unclaimed property laws.

3. **Restrictions**. Client acknowledges and agrees that the Disbursements Software shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Tyler shall have the right to prevent anyone who may, in Tyler's sole determination, violate, or be suspected of violating, any federal or state law, rule or regulation, or violate any operating rules from accessing the Disbursements Software. Tyler reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Tyler shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

E. THIRD-PARTY PROVIDERS

Tyler, in its sole discretion, may contract with alternate Issuers, or other third-party providers to provide services under this Agreement. In such event, Client shall reasonably cooperate with Tyler, or its Affiliates, including by executing new third-party agreements; provided, however, that if the terms and conditions of the new third-party agreements are substantially different than this Agreement, then Client shall have the right to terminate this Agreement.

F. LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES

1. **Limitation of Liability**. TYLER AND ITS AFFILIATES' LIABILITY TO CLIENT 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 THE TOTAL FEES PAID TO TYLER UNDER THIS DISBURSEMENT AGREEMENT (NET OF ASSOCIATION INTERCHANGE FEES, ASSESSMENTS AND FINES, BANKING FEES, OR MERCHANT FEES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

   WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN DISBURSEMENT AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER, OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS INCOME OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

2. **Disclaimer of Implied Warranties**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DISBURSEMENT AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER AND ITS AFFILIATES HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE.

G. REIMBURSEMENT AND INTELLECTUAL PROPERTY

1. **Compliance with Law and Operating Rules**. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution (collectively, "Applicable Law"), Tyler will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Tyler has been notified of such required

changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Tyler's sole expense. Tyler shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.

Client shall reimburse and hold harmless Tyler, its Affiliates, and third-party providers from and against any claim, loss or action related to Client's violation of Applicable Law, including, without limitation, any election by Client to apply custom fee structures or client surcharges.

2. **Intellectual Property**.

   i. Tyler and its Affiliates retain all ownership and copyright interest in and to any and all Intellectual Property provided in connection with this Agreement.

   ii. Notwithstanding any other provision of this Agreement, if any third-party claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Client's use consistent with this Agreement, infringes or misappropriates any United States intellectual property, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Client, or any third-party pursuant to Client's directions, or upon the unauthorized use of the Intellectual Property by Client.

   iii. **Remedies**. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret, Tyler shall, at its sole cost and expense, select and provide Client with one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; (b) promptly modify the Intellectual Property to make it non-infringing; (c) promptly procure the right of Client to use the Intellectual Property as intended; or (d) terminate this Agreement. The remedies in this section are Client's exclusive remedy with respect to the subject matter hereof.

H. TERM AND TERMINATION

1. **Term**. The term of the Disbursements Software services shall commence on the date on which Client signs the Order Form and shall continue in effect for the duration included on the Order Form.

2. **Termination for Cause**. Either party may terminate this Disbursements Agreement for cause ("Cause"), provided that such party follows the procedures set forth in this Section H(2).

   i. For purposes of this Section, Cause means:

      a) 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; or

      b) the failure by Client to timely pay when due any fees owed to Tyler pursuant to this Disbursements Agreement and any delinquent amounts remain outstanding for a

period of thirty (30) days after Tyler provides notice of its intent to terminate for failure to pay; or

c) 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.

ii. No party may terminate this Disbursements Agreement under Section H(2)(i)(a) 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 the Master Agreement.

iii. In the event either party terminates this Agreement, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and all licenses shall terminate.

I. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. **Protection of Tyler and Affiliate Confidential and Proprietary Information**. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler or Affiliate Confidential and Proprietary Information, and Client shall not use, make, sell, disclose or otherwise exploit any such Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except as may be required by law, regulation, judicial, or administrative process provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section I(1) and shall be responsible for breaches by such persons.

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

3. **Right to Client Data**. Tyler acknowledges that as between the parties, Client controls the means and uses of Client Data; provided, however, that Client grants Tyler the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) to the extent permitted by applicable law, in blinded, deidentified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Disbursements Software, and product and service improvement. Notwithstanding the foregoing, if Client provides Rapid with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient notification and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record

retention laws and regulatory compliance, Rapid will destroy the cell phone number and/or email address provided by Client.

J. FEES AND INVOICING/FUNDING MODEL

1. Fees. Client agrees to pay Tyler the SaaS Fees and Implementation Fees set forth in the Agreement, or the Order Form.

2. Invoicing and Payment. If the funding model includes SaaS Fees, then Tyler will invoice Client the SaaS Fees and Implementation Fees at the commencement of the Agreement, or as otherwise agreed upon by the parties in writing. Unless otherwise specified in the Order Form, the currency is US Dollars and payment for undisputed invoices is due within sixty (60) days of receipt of invoice. Unless expressly set forth in the Order Form, fees are exclusive of taxes and third-party reseller fees. In the case of Client purchasing directly from Tyler, Tyler's electronic payment information is provided in the invoice sent to Client and any billing inquiries by Client should be directed Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.

3. Tyler reserves the right to suspend access to the Disbursements Software if Client fails to pay the SaaS Fees or Implementation Fees in accordance with this Agreement. Tyler may also terminate this Agreement if Client does cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

4. Invoice Disputes. If Client believes any delivered item does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by you, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

5. Funding Model. Client will indicate in the Purchase Order which of the following two funding models for the disbursements to recipients it will use and complete the applicable documents for each.

    a. If Client selects the funding model whereby Client pushes payment to Tyler prior to loading, then, Client acknowledges and agrees that accounts are credited in real-time, and Tyler operates on a good funds model and that funds must be available and on deposit at the Tyler's financial institution before account can be credited.

    b. If Client selects the funding model whereby Tyler debits the payments from the Client's account, then Client agrees to the following:

        i. Client shall identify and hereby authorizes Tyler to conduct an Automated Clearing House (ACH) debit from and/or ACH credit to the bank account at the depository financial institution identified by Client (the "Designated Account") on a daily basis, or as needed for the prior 24-hour cycle of debits and credits to card accounts.

        ii. Client agrees to maintain the Designated Account. Client hereby authorizes Tyler to withdraw funds from the Designated Account without signature or notice to initiate all offsets, deductions, and other transactions due Tyler provided for in this Agreement or from the services provided pursuant to this Agreement. Client further agrees to execute any additional documents that may be required for Tyler to enforce its rights under this Agreement. Client is solely responsible for all fees associated with maintaining the Designated Account. Tyler shall notify Client if at any time there are insufficient funds in the

Designated Account to cover any amount that is due and owing to Tyler. Client shall promptly pay such amount to Tyler.

iii. This authorization is to remain in full force and effect until Tyler has received written notification from Client of its termination in such time and in such manner as to afford Tyler and the depository financial institution named below a reasonable opportunity to act on it. Client shall give Tyler no less than three (3) banking business days' notice if the Designated Account is to be changed so as to allow sufficient time for Tyler to make the necessary system modifications.

iv. Client acknowledges and agrees that (a) accounts are credited in real-time; (b) Tyler operates on a good funds model, and (c)funds must be available and on deposit at the Tyler's financial institution before card account can be credited.

Data & Insights

Software as a Service License Agreement

DATA & INSIGHTS SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service License Agreement, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Technologies ("Tyler") Data & Insights SaaS Solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Data & Insights propriety software products procured, and it governs the Customer's use as an end user of the Data & Insights proprietary software products.

Customer agrees to be bound by these terms and conditions in this Agreement which governs the use and license rights associated with the Data & Insights products, applications and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties. WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

1. "**Active Account**" means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
2. "**Agreement**" means this Software as a Service Agreement.
3. "**Alert**" means a message that is delivered when Client-defined thresholds are exceeded.
4. "**API**" means application-programming interface.
5. "**API Calls**" means a request made against a SaaS Service.
6. "**Client**" means the means the state, or local government, an agency, or entity of the state, or local government, that is identified in the Purchase Order or ordering document issued off the NASPO ValuePoint Master Agreement.
7. "**Client Data**" means data, datasets, files, information, content, and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.

8. "**Confidential Information**" means 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.
9. "**Dataset**" means the physical collection of information, typically modeled as a table of rows and columns of data.
10. "**Data Storage**" means the contracted amount of storage capacity for Client Data.
11. "**Documentation**" means any online or written documentation and specifications related to the use of the SaaS Services that Tyler provides, including instructions, user guides, manuals, and other training or self-help documentation.
12. "**Effective Date**" means the date Start Date identified in the Order Form or Purchase Order. If a Customer is a US Government Customer, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the SaaS Services and/or any Professional Services.
13. "**Force Majeure**" means an event beyond the reasonable control of Client or Tyler, 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 Client or Tyler.
14. "**Guest User**" means a user that is outside of the organization invited by a User to collaborate on the Client's site.
15. "**Order Form**" or "**Purchase Order**" means an ordering document, that references the attached Quote or Investment Summary, specifying the SaaS Solutions or Professional Services to be provided hereunder that is entered into between Client and Tyler or Client and Authorized Reseller, including any addenda and supplements thereto.
16. "**Quote**" or "**Investment Summary**" means an estimate provided by Tyler for the SaaS Services or Professional Services as further defined in the Order Form or Purchase Order.
17. "**SaaS Fees**" means the fees for the SaaS Services identified in the Order Form. SaaS Fees may be listed or referred to as Recurring Fees in the Order Form.
18. "**SaaS Services**" means the Data & Insights off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of Tyler's normal business hours, or training, consulting, or other professional services.
19. "**Site**" means single domain or instance of the Open Data platform, Socrata Connected Government Cloud (also known as the Enterprise Data Platform) Site and the number of Sites permitted is defined in the Quote or Order Form.
20. "**SLA**" means the service level agreement described in Section C of this Agreement.
21. "**Support Policy**" means the Client support policy applicable to Client for the SaaS Services pursuant to this Agreement. A copy of Tyler's current Client Support Policy can be found at https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy. The Support Policy may be updated from time to time.
22. "**Statement of Work**" means the agreed upon scope of services and industry standard implementation plan describing how Tyler's other services will be provided, the roles and responsibilities of the Client in connection to the implementation. If applicable, the Statement of Work will be included with the Order Form.
23. "**Third-Party Data**" means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.

24. "**Third-Party Data Purpose**" means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
25. "**Third-Party Services**" means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to Client through the SaaS Services.
26. "**Updates**" means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
27. "**User**" or "**Monthly Active User**" (used interchangeably) means any Active Account added to the Client's Site that is not a Guest User.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to Client according to the terms of the SLA. Client may use the SaaS Services to access updates and enhancements to the SaaS Services, as described in Section C(5.1). Unless otherwise terminated, Client's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form.

2. Usage Limits. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to add additional Users or Data Storage, a written contract amendment for additional quantities of the applicable SaaS Services will be required.

3. Ownership.

   3.1. This Agreement does not provide Client with title or ownership of the SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Tyler reserves all rights unless otherwise expressly granted in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, intellectual property rights in and to their own respective software, data, and documentation.

   3.2. When Client uploads or provides Client Data to the SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as

needed in response to a User's use of the SaaS Services and as needed for the purpose of providing analytics to a User.

3.3. The SaaS Services may provide Client with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If applicable, Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once a User or Guest User makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users and Guest Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

3.4. Tyler reserves the right to develop derivative data assets based on Client Data Client makes publicly available. Tyler may use, disclose, sell, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

3.5. Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's non-public data for the purposes of improvement and enhancement of the SaaS Services, aggregated statistical analysis, technical support, and other internal business purposes.

3.6. Tyler may access Client's non-public data for the purposes of providing maintenance and support.

3.7. The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.

3.8. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out Tyler's obligations contained in this Agreement, Tyler does not create or endorse any Client Data used in connection with the SaaS Services. During the term of the Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.9. If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1. Client may not: (a) except as explicitly provided for herein, make the SaaS Services available in any manner in separate Instances of the Client's Site, or make the Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing

or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. Provided however, nothing in this section shall restrict the Client from accepting data from third party agencies, or providing User accounts to third party agencies, provided that the third party agency complies with all aspects of this Agreement.

4.2. Client acknowledges and understands that the SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the SaaS Services, Client acknowledges and agrees that Client is using the SaaS Services at Client's own risk and that Client is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this Agreement. If Client intends to use the SaaS Services to store or transmit Protected Health Information ("PHI"), then the Client shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.

5. Access and Usage by Internal Client Users and Contractors. Client may allow Client's internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for Client's sole benefit. Client is responsible for the compliance with this Agreement by Client's internal users and contractors.

6. Client Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to Client's use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

7. Client Support. Tyler will provide Client support for the SaaS Service at the level indicated in the Quote or Purchase Order under the terms of the Support Policy, which is located at https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy. Tyler will report scheduled maintenance windows, outages, or other events affecting Client on the support site.

8. Client Data Backup. Client is providing Tyler a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remain Client's responsibility. CLIENT IS SOLELY

RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specifically agreed to in writing between Tyler and Client.

9. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Agreement. Subject to the other terms of this Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

   9.1. Client may not use the APIs in a manner—as reasonably determined by Tyler—that constitutes excessive or abusive usage or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend Client's access to the APIs on a temporary basis and provide notice to the Client of the suspension. Tyler will restore the Client's access upon the Client's curing of such misuse. If the Client does not cure such misuse within thirty (30) days of receiving written notice from Tyler, Tyler may terminate the Client's access to the API.

   9.2. Tyler may change or remove existing endpoints or fields in API results upon at least thirty (30) days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least six (6) months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

   9.3. The APIs may be used to connect the SaaS Services to certain hosted or on-premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Agreement are not contingent on access to or availability of any Non-Tyler Application.

   9.4. Any open source code provided is provided as a convenience to Client. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

10. Data Security Measures. In order to protect Client's Confidential Information, Tyler will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

11. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement, Tyler will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

SECTION C – OTHER SERVICES

1. Professional Services or Other Services. If applicable, Tyler will provide Client the various implementation-related services itemized in the Order Form and described in the Statement of Work ("SOW")/Tyler industry standard implementation plan. If Tyler is performing the Professional Services, Tyler will finalize the SOW, Quote or other implementation plan with the Client before Professional Services commence.

2. Professional Services or Other Services Warranty. Tyler will perform the implementation-related services in a professional manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.

3. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.

4. Client Assistance. Client acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in the SOW or Order Form. Tyler 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 Client's personnel to provide such cooperation and assistance (either through action or omission).

5. Service Level Agreement (SLA) & Warranty.

    5.1. Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least thirty (30) days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least six (6) months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com. Tyler will post Product Release Notes to the support site, which include a summary of recently released features and features planned for release

within thirty (30) days. The Client may subscribe to Product Release Notes located at https://support.socrata.com/hc/en-us/sections/203977877-Check-out-the-Latest for email delivery of Product Updates.

5.2. Uptime Service Level Warranty. Tyler will use commercially reasonable efforts to maintain the online availability of the SaaS Services for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond Tyler's reasonable control, and outages that result from any issues caused by Client, Client's technology or Client's suppliers or contractors, SaaS Services not in the production environment, Client is in breach of this Agreement, or Client has not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred). This Uptime Service Level Warranty does not apply to any custom development provided to Client.

Availability SLA	99.9%
Credit	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

5.2.1. Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

5.3. Limited Remedy. Client's exclusive remedy and Tyler's sole obligation for Tyler's failure to meet the warranty under Section C(5.2) is the provision by Tyler of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that Client notifies Tyler of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:

1.1. Getty Images: Within the platform's perspective story tool, Clients have access to a library of images available for use in their story pages, terms and conditions located at http://www.gettyimages.com/connectterms.
1.2. Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at https://www.mapbox.com/legal/tos.
1.3. Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at http://hello.mapquest.com/terms-of-use/.

2. Disclaimer. Client acknowledges that Tyler is not the provider of any Third-Party Services. Tyler does not warrant or guarantee the performance of the Third-Party Services.

SECTION E – SAAS FEES; INVOICING AND PAYMENT; INVOICE DISPUTES

1. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Client's SaaS Fees are provided for in the Order Form and are invoiced on an annual basis, beginning on the commencement of the SaaS Subscription as set forth in the Order Form.

2. Invoice Disputes. If Client believes any delivered item does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

SECTION F – TERM, TERMINATION, and SUSPENSION OF SaaS SERVICES

1. Term. In the event you acquire any annual subscription services pursuant to this Agreement, the initial term for such services shall commence on the first day of the month following your agreement to purchase such services and lasts for the duration indicated on the Quote, Order Form, or Purchase Order. If no term is indicated therein, the initial term is three years. Upon expiration of such initial term, the subscription services will renew automatically for additional one (1) year renewal terms at our then-current fees.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the SaaS Services, products, and/or other services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1. Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue Client's access to the SaaS Services. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

   2.2. For Cause. If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section H(4). Client may terminate this

Agreement for cause in the event Tyler does 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 Section H(4).

2.3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4. Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days' written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5. Fees for Termination Without Cause During Initial Term. If Client terminates this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, then Client shall provide thirty (30) days' written notice. Termination shall not entitle Client to a refund of any amounts paid under this Agreement and if Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Tyler terminates this Agreement during the initial term for Client's failure to pay SaaS Fees, Client is responsible for 100% of the SaaS Fees through the date of termination, and unless the Client is a U.S. Government Client, Client shall pay Tyler the following early termination fees:

2.5.1. if Client terminates during the first year of the initial term, Client is responsible for 100% of the SaaS Fees through the date of termination, plus 75% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form;

2.5.2. if Client terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form; and

2.5.3. if Client terminates during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form.

2.6. Trial Service. Any no-cost trial service to which Client has access may be terminated at any time by either party with fifteen (15) days' prior written notice.

3. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, Tyler has no obligation to maintain Client Data and may destroy the Client Data.

4. Return of Tyler Property. Upon termination of this Agreement, Client agrees to destroy or return all Tyler property that is in Client's possession. Upon Tyler's request, Client will confirm Client's compliance with this requirement in writing.

5. Suspension of SaaS Services. Although Tyler has no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in Tyler's reasonable judgment, Tyler discovers Client's use of the SaaS Services threatens the security, integrity, stability, or

availability of the SaaS Services, or is otherwise in violation of this Agreement, Tyler may temporarily suspend the SaaS Services, or Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1. Tyler will defend Client against any third party claim(s) that the SaaS Services 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 Tyler consents). Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

   1.2. Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement.

   1.3. If Tyler receives information concerning an infringement or misappropriation claim related to the SaaS Services, Tyler may, at Tyler's expense and without obligation to do so, either: (a) procure for Client 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 Client will stop running the allegedly infringing Services immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the SaaS Services consistent with the terms of this Agreement.

   1.4. If an infringement or misappropriation claim is fully litigated and Client's use of the SaaS Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at Tyler's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides Client's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1. Tyler will indemnify and hold harmless Client and Client's 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 personal injury or property damage to the extent caused by Tyler's gross negligence or willful misconduct or Tyler's violation of a law applicable to Tyler's performance under this Agreement. Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or

settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2. To the extent permitted by applicable law, Client will indemnify and hold harmless Tyler and Tyler's 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 personal injury or property damage to the extent caused by Client's negligence or willful misconduct; or Client's violation of a law applicable to Client's performance under this Agreement. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. CLIENT UNDERSTANDS THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S 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 CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY CLIENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.

6. Insurance. 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 provide Client with copies of certificates of insurance upon Client's written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Federal Application. If applicable, the SaaS Services and Documentation are a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the SaaS Service and the Documentation that are provided under this Agreement.

2. Additional Products and Services. If identified in the Order Form, Client may purchase additional products and services at the rates set forth in the Order Form for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Order Form, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's 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.

3. Optional Items. Pricing for any listed optional products and services in the Order Form will be valid for twelve (12) months from the Effective Date.

4. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler 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 Tyler's 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 parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.

5. Taxes. The fees in the Order Form do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement.

6. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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. Tyler will post,

where appropriate, all notices related to nondiscrimination as may be required by applicable law.

7. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Client's project.

8. Subcontractors. Tyler will not subcontract any services under this Agreement without Client's prior written consent, not to be unreasonably withheld.

9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.

10. Force Majeure. Except for Client's 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.

11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Client 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.

12. Entire Agreement; Amendment. This Agreement and its Exhibits represent the entire agreement between Client and Tyler 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 Client, if any, are for Client's 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.

13. 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.

14. 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.

15. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.

16. 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.

17. Client Lists. Client agrees that Tyler may identify Client by name in client lists, marketing presentations, and promotional materials. Additionally, Tyler may release routine past performance information ("PPI") regarding work and services performed by Tyler under any prime contract or subcontract for the purposes of responding to proposals for new work. PPI will not require approval from Client. Furthermore, Client will allow Tyler to use its name, including the name of any related project for which the SaaS Services will be used to support, in a press release relating to the SaaS Services, and Professional Services hereunder. Tyler shall allow Client to review, modify, and authorize, as reasonably necessary, such press release prior to its publication.

18. 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 ("Confidential Information"). 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:

    18.1. 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;
    18.2. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    18.3. a party receives from a third party who has a right to disclose it to the receiving party; or
    18.4. 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 Client receives an open records or other similar applicable request, Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.

19. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States or the laws of Client's state of domicile, without regard to its rules on conflicts of law.

21. 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.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves 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.

23. Order of Precedence. Any ambiguity, conflict, or inconsistency in this Agreement shall be resolved according to the Order or Precedence listed below:

    1. A Participating Entity's Participating Addendum ("PA");
    2. NASPO ValuePoint Master Agreement, including all attachments thereto, including this Agreement;
    3. A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
    4. The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
    5. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

SECTION I –ADDITIONAL TERMS AND CONDITIONS FOR THIRD-PARTY DATA VENDOR SOLUTIONS/APPLICATIONS

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, Real Estate Market Metrics, and/or Small Business Revenue Metrics either alone or in connection with the SaaS Services is governed by this Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.

2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

3. Restrictions for Third-Party Data.

3.1. Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client.

3.2. Client shall not publicly publish the dashboards that contain the Third-Party Data, but Client may publicly publish visualizations from the aggregate summary data.

3.3. Client shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.

3.4. Client expressly permits Tyler to share with the Third-Party Data providers Client's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Client subscribes to.

3.5. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Client shall remove and destroy all copies of Third-Party Data.

3.6. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.

3.7. Client shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.

3.8. Client acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Client.

4. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with a functionally equivalent solution.

5. Third-Party Data Warranty. TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CLIENT'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".

ENTERPRISE JURY SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Service Agreement.
- **Business Travel Policy** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **Client** means _____.
- **Data** means your data necessary to utilize the Tyler Software.
- **Data Storage Capacity** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **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, based on a condition within our reasonable control. 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 last signature date set forth in the signature block.
- **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 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.
- **Initial Term** and **Renewal Term** have the meanings set forth in Section F(1) "Term and Termination" herein.

- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as 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.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **Third Party Hardware** means the third-party hardware, if any, identified in the Investment Summary.
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party SaaS Services** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **Third Party Software** means the third-party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly

granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.

3.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"). Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.3 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.

6.5 We provide secure data transmission paths from each of your workstations to our servers.

6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – PROFESSIONAL SERVICES

1. Professional 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. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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.

8. Maintenance and Support.

8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

8.1.1 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); and

8.1.2 provide support during our established support hours; and

8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and

8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.

8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) 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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided

independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". 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 Section H(3) "Dispute Resolution".

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend and indemnify you and your agents, officials, and employees from and 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 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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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 this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. 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 defend and indemnify 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".**

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 Tyler Software, Products, and Services. You may purchase additional Tyler Software, products 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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 on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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.

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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

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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.	[INSERT CLIENT NAME]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: [INSERT CLIENT NAME] _____ _____ Attention: _____

With a copy to:

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

EXHIBIT A
Investment Summary

The following Investment Summary details the software 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.

^*Investment summary to be inserted prior to Agreement execution.*

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EXHIBIT B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Your annual SaaS fees during any Renewal Term will be at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Transaction-Based Services Fees. Subject to any additional adjustments set forth below, Year 1 Transaction-Based Services fees shall be at the rates set forth in the Investment Summary, and subsequent Transaction-Based Services fees shall be at our then-current rates. The following service-specific payment terms shall also apply:

   Enterprise Jury Summons. Fees for the Jury Summons services, at the rate set forth in the Investment Summary, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days' advance written notice.

4. Third Party Products (if applicable).

   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first -year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. Travel expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

EXHIBIT B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

EXHIBIT C
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 application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

EXHIBIT C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

** Support Resources may be limited for certain applications.*

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CHAMP

End User License Agreement

Commercial License Terms

1. Services.

a. Software Service. Champ Titles, Inc., a Delaware Corporation ("Champ") will provide _____("Client") with access to the Software Service specified on Exhibit A during the term of the agreement between Client and Champ (together with these Commercial License Terms, the "Agreement") for internal business purposes, subject to Client's compliance with the Agreement. The Software Service will be provided using Champ's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("Champ Technology").

b. Acceptance. Acceptance of the Software Service shall be deemed to occur when the Software Service is placed in live productive use for Client.

c. Updates. Champ will provide updates (e.g., bug fixes, vulnerability mitigation, data integrity issues, minor regulatory compliance and other minor enhancements and versions) to the Software Service that Champ makes available to all customers from time to time at no additional cost.

2. Permitted Uses, Restrictions, and Ownership.

a. Client is solely responsible for (i) providing and maintaining the hardware and software necessary to access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from Client's network or hardware; (iii) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising Champ promptly, but in no event more than two (2) business days after Client learns of such access, use, or disclosure.

b. Client shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the Champ Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the Champ Technology; or (iii) resell or otherwise use the Software Service for any purpose other than its own internal business purposes.

c. As between the parties, Champ alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, Champ Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Software Service. Client will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under the Agreement. All rights in the Champ Technology not expressly granted to Client are reserved by Champ and its licensors.

d. Champ acknowledges that as between the parties, Client controls the means and uses of data put into the Software Service by Client or an end user ("Client Data"); *provided, however*, that Client grants Champ the right to use any and all Client Data: (i) to perform its obligations described in the Agreement, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de-identified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Software Service, and product and service development.

e. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. Client is responsible for all activities conducted under its login credentials. Champ has the right at any time to terminate or suspend access to any user if Champ reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any Client Data, Champ, or Champ 's other customers.

3. Disclaimers. Except as otherwise provided in the Agreement, Champ provides all services to Client without warranties, express or implied. Client acknowledges that the payment and data processing activities will require transmission of Client Data over the Internet, and that the Internet consists of multiple participating networks that are not subject to the control of Champ. Client therefore understands and agrees that to the extent such networks are not subject to Champ's control, Champ cannot and does not guarantee the privacy, security, or authenticity of any information transmitted over the Internet, due to the nature of the Internet.

4. Limitation of Liability. IN NO EVENT SHALL CHAMP'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT EXCEED (A) WITH RESPECT TO BREACH OF SECURITY OF CLIENT DATA, THE NET REVENUES RECEIVED BY CHAMP ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD, OR (B) WITH RESPECT TO OTHER CLAIMS, NET REVENUES RECEIVED BY CHAMP ASSOCIATED WITH THE AGREEMENT IN THE PREVOIUS 6-MONTH PERIOD. "NET REVENUES" MEANS TOTAL REVENUES LESS MERCHANT AND INTERCHANGE FEES. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHAMP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEFECT IN OR FAILURE CAUSED BY CLIENT OR ITS OTHER CONTRACTORS, OR OF THE TELECOMMUNICATIONS NETWORK CONNECTING CLIENT, END USERS, OR THEIR

SYSTEMS OR EQUIPMENT TO THE SOFTWARE SERVICE.

5. **Government Restricted Rights**. The Software Service and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Software Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the Software Service by any government shall be governed solely by the terms of these Commercial License Terms and shall be prohibited except to the extent expressly permitted herein. Client shall not use the Software Service to provide services to any public sector, government or end user where such would affect Champ's rights in the Software Service or require any affirmative action to be taken by Champ due to governmental mandates or flow down regulation.

6. **Miscellaneous**. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in these Commercial License Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. The parties can amend the Agreement only by a written agreement of the parties that identifies itself as an amendment to the Agreement. The Agreement comprises the entire agreement between Client and Champ regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. The following Sections shall survive any expiration or termination of these Commercial License Terms: Section 2 subparts (b)-(e) “Permitted Uses, Restrictions, and Ownership”, Section 3 “Disclaimers”, Section 4 “Limitation of Liability” and Section 6 “Miscellaneous."

Exhibit A

Software Service

CHAMP Titles' Vehicle Services Platform

CHAMP Titles' Vehicle and Driver Services platform, CHAMPgov, introduces the industry's first patented, SaaS-based solution for comprehensive modernization in state title issuance and driver credentialing. CHAMPgov enables fully digital management of titles, registrations, liens, credentialing, and related services, benefiting an entire state's driver and vehicle ecosystem. Our scalable, modular, cloud-based, blockchain back-end system is designed to work seamlessly with any existing state technology infrastructure, providing a universal digital experience for dealers, lenders, insurance carriers, OEMs, state motor vehicle authorities (MVAs), and citizens alike. Additionally, as a SaaS solution, CHAMPgov ensures that state agencies can continually offer the latest advancements in capabilities and security to their constituents.

Turnkey Solutions

End User License Agreement

Tyler End User License Agreement Turnkey Solutions

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AGREEMENT (“Agreement”) which governs the use and license rights associated with the Licensed Software. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems, including Turnkey Solutions and modules on the Case Management Development Platform (“Licensed Software”); and

WHEREAS, Licensee desires to acquire from Tyler and Tyler wishes to grant to Licensee a non-exclusive SaaS license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software, Tyler Licensor's Software, ISV Supported Software, or Third Party Software

Software and Documentation. The Parties expressly agree that ownership of the Licensed Software resides solely and exclusively in Tyler together with all Intellectual Property Rights as defined in this Agreement pertaining thereto including copyright, trademark, trade secret, and patent rights. To the extent applicable by law, Tyler shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Software and Documentation, all copies thereof, and all modifications, derivatives, Correction, Update and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, patents

and patent applications, trade, product or service names and all other intellectual property rights pertaining thereto) (collectively, a "Derivative"), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. Tyler's licensors, ISV Supported Software and Third Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. To the extent permitted by applicable law, any Derivatives created by Tyler's licensor, ISV Supported Software or Third Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to Tyler in any Derivative not otherwise owned by Tyler. To the extent an assignment is not effective under applicable law, Licensee grants Tyler an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.

3. License Grant; Authorized Usage

License Grant for Software as a Service (SaaS). The License Grant for SaaS shall become effective on the Effective Date and remain in effect through the License Period. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, Third Party Software, and/or any application or operation software installed on equipment located at a physical data center as further delineated (as applicable) in the Contract. Licensee may only use the Licensed Software under this Section for its own internal business use. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. The Licensed Software and Documentation contain proprietary and trades secret information of Tyler and Licensee agrees to keep the Licensed Software strictly confidential.

Section B

1. Fees and Other Charges

License Fees do not include taxes or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in a separate Quote, Licensee agrees to pay such fees when the

Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the separate contract or otherwise invoiced by Tyler. Tyler reserves the right to request a modification or contract for additional service fees if Licensee or its Affiliates seeks Tyler's assistance outside the scope of this Agreement.

2. Warranty

Tyler does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide Tyler with sufficient detail to allow Tyler to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Licensed Software covered by such warranty, and as Tyler's entire liability in contract, tort, or otherwise, Tyler will correct such error or defect at Tyler's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If Tyler is unable to correct such defect of error after a reasonable opportunity, Tyler will refund the remaining unused portion of any License Fees for such Licensed Software. However, Tyler is not responsible for any defect or error not reported or any defect or error in a Program which Licensee has modified, misused, or damaged.

3. Limitation of Liability

i. The cumulative liability of Tyler to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to Tyler for the relevant Licensed Software or services within the prior year.

ii. **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF TYLER'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.**

4. Termination; Survival

In the event of a termination, Licensee's right to use the Licensed Software shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to

License Grant; Authorized Usage; or Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable, Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation.

5. Confidentiality and Non-Disclosure

i. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.

ii. Except as required by the Freedom of Information Act or the corresponding state statute as applicable, Confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any records requests, Receiving Party shall take all steps necessary to protect Disclosing Party's Confidential information.

iii. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by

law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a Tyler-sponsored group event, this Section B5 shall apply to Confidential Information disclosed by any group participant, and Tyler may provide a copy of this Section B5 to any Disclosing Party seeking to enforce its provisions.

iv. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

6. Governing Law

Unless stated otherwise in a separate Purchase Order, this Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

7. Independent Contractor.

Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

8. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

9. Commercial Computer Software

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense.

10. Compliance With Law

i. Licensee warrants to Tyler that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.

ii. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.

iii. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.

iv. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

v. Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee’s breach of this Section or Licensee’s failure to comply with laws.

11. Infringement.

i. If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a “Claim”), Tyler will (as long as Licensee is not in default under this Agreement) defend Licensee against such Claim at Tyler’s expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler (at Tyler’s expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.

ii. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3)

modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (5) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement. THIS SECTION B11 STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

12. Assignment.

Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without Tyler's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with Tyler is current at the time of assignment, (2) assignee is not a direct competitor of Tyler, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to Tyler's then-current fee.

Updated 03/02/22

ENTERPRISE ASSESSMENT & TAX SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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, as applicable, 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 by which both your and our authorized representatives have signed 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, extreme inflation (eight percent or greater per year), 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 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.
- **"Project Initiation Date"** means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work, if included, is attached as Exhibit E.
- **"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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"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.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan or Statement of Work, as applicable, which outlines roles and responsibilities in calendar and project documentation. If needed, 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. Those amounts are payable in accordance with our Invoicing and Payment Policy and, if applicable, subject to Section C(3) below.

3. Additional Services. The Investment Summary contains, and the Statement of Work (if included) describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and, if a Statement of Work is included, our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. 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. 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).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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 Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 products and services at our then-current list price, 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. 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.

22. 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.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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

Address for Notices:
[Client's address noted on SOW or Purchase Order]

Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary; except that:
      2.1.1 if the parties have explicitly agreed to a milestone payment plan, then the implementation and other professional services (including training) shall be invoiced according to the milestone payment plan set forth in the parties' Agreement; **or**
      2.1.2 if the parties have explicitly agreed that the SaaS Fees include the implementation and other professional services fees, then the implementation and conversion services are quoted as part of your SaaS Fees, and will be invoiced as set forth above in Section 1 of this Exhibit A; **or**
      2.1.3 if the parties have explicitly agreed to a not-to-exceed amount for implementation and other professional services fees, then implementation and other professional services (including training) are billed and invoiced as delivered. Professional services fees for the services within the scope defined in the Investment Summary and further defined in the Statement of Work or Implementation Plan (as applicable) will not exceed a maximum as provided in Exhibit A. Additional Services will only be provided in accordance with Section C(3) of the Agreement.

3. Third Party Products and Hardware.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual

maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
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 application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned

Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

The following Third Party Terms details the Third Party software to be delivered by Tyler to the Client under the Agreement. The Third Party Terms are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

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Exhibit E
Statement of Work

The following Statement of Work details the services to be delivered by us to you under your Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

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Enterprise Permitting & Licensing

Software as a Service Agreement

ENTERPRISE PERMITTING & LICENSING (EP&L)
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means INSERT CLIENT NAME.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed 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 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.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"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.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution

of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. 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. 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).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

    9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

    9.2 provide support during our established support hours;

    9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

    9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

    9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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 Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH

IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 products 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the

absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. 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.

22. 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.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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.	INSERT CLIENT NAME
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: INSERT CLIENT NAME CLIENT ADDRESS CLIENT ADDRESS Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.6 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
   3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
   3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
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 application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

TrueRoll

Software Services Agreement

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE AGREEMENT (THE "AGREEMENT") IS BETWEEN The Customer ("CUSTOMER") AND

THE EXEMPTION PROJECT, INC., (D.B.A. TrueRoll™)

A DELAWARE CORPORATION AT

320 W OHIO ST, #3W, CHICAGO, IL 60654 ("COMPANY").

1.1 WHEREAS, the Customer requests Company to deliver services related to the accuracy of their tax roll ("Services") and as further described in the proposal to the Customer, as may be proposed by and agreed in writing with Tyler Technologies (each, a "**Proposal**").

1.2 WHEREAS, the Services will assist the Customer in fulfilling its statutory obligations under the state tax code;

1.3 WHEREAS, Company agrees to provide audit Services for the Customer under the terms of this Agreement;

1.4 WHEREAS, Company will provide said Services in exchange for the fees established in the Proposal.

1.5 THEREFORE, under these terms of this Agreement, Company agrees to deliver Services described in the Proposal. The services and tiers selected by the customer to initiate this agreement is identified as "Services" in the Proposal. In case of any conflict between the terms of this Agreement and the terms stated in the Proposal, the terms of this Agreement will take precedence unless the Proposal expressly states that it overrides a specific provision hereof.

1.6 All work performed by the Company will be under the direct supervision and control of the Customer. Notwithstanding, this Agreement requires Company to use its best efforts to ensure that the Customer's goals in retaining Company will be fulfilled.

1.7 The Customer agrees to make available requested electronic versions of the most recent tax roll data, previous audit details where applicable, and exemption application forms where applicable, for the calendar years for which the Services to be performed are applicable. Such information will be provided within the law.

1.8 Company will provide its Services under state and local regulations that govern this Agreement. Subject to the terms hereof, Company will provide Customer with reasonable technical support services under Company's standard practice, as further described in Exhibit B.

The Company's standard practice is available at www.trueroll.io/terms or in writing upon request.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software (except to the extent permitted by Company or authorized within the Services). If in the course of providing the Services Company receives any feedback from the Customer relating to the Services ("**Customer Feedback**"), Company is free to use such Customer Feedback. The Customer hereby assigns and agrees to assign all of its rights in the Customer Feedback to Company, without any right to compensation.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with Company's standard published policies located at Exhibit A then in effect (the "**Policy**"), provided that the Policy is presented to the Customer, and all applicable laws and regulations. The Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although Company has no obligation to monitor the Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer will obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers (collectively, "**Equipment**"). The Customer will also maintain the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Customer account or the Equipment with or without the Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 During the normal course of business, either party may disclose or make available information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information to each other, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Proprietary Information**"). Proprietary Information of Company includes non-public

information regarding features, functionality and performance of the Service. Proprietary Information of the Customer includes non-public data and other content, in any form or medium, provided by the Customer to Company to enable the provision of the Services, but that is not provided, collected or generated by Company ("**Customer Data**"). Proprietary Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Proprietary Information to any person or entity, except to the receiving party's employees who have a need to know the Proprietary Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (e.g., public record laws, freedom of information laws, etc); or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, upon written request the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Proprietary Information, or destroy all such copies and certify in writing to the disclosing party that such Proprietary Information has been destroyed. However, the receiving party can retain Proprietary Information to the extent contained in deleted emails and electronic documents which are archived by or on behalf of the receiving party consistent with the receiving party's standard archival processes but which, in the ordinary course of operations, are not accessible by the individuals who created or received such emails or documents. Each party's obligations of non-disclosure with regard to Proprietary Information are effective as of the Effective Date and will expire 5 years from the date first disclosed to the receiving party.

3.2 The Customer grants to Company the right to use Customer Data to the fullest extent necessary or useful for Company to perform Services offered by the Company, enforce this Agreement, and exercise Company's rights as stated herein. Company owns all Service Data. "**Service Data**". Service Data is defined as information and data that Company derives or aggregates from (a) Company's performance of the Services and operation of its software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is equivalent to, based on, or derived from the Customer Data and has been provided to the Customer as part of the Services.

3.3 Notwithstanding anything to the contrary, Company has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information

concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein including the resale of the Customer's data granted to Company by the Customer which is expressly prohibited.

4. LIMITED WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE.

5. INDEMNITY

5.1 Each party (the "**Indemnifying Party**") shall defend and indemnify the other party (the "**Indemnified Party**") from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees (collectively, "**Losses**") incurred by the Indemnified Party arising out of claims asserted by a third party against the Indemnified Party to the extent that the Losses are caused by the Indemnifying Party's breach of any of its obligations under this Agreement.

5.2 Company shall hold the Customer harmless from and against any Losses against out of any claim brought against the Customer for direct infringement by the Service of any United States intellectual property right existing as of the Effective Date; provided, Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; and further provided that such obligation will not apply to the extent any infringement arises from (a) any use of the Services in a manner not authorized by this Agreement or Company, or

(b) Company's modification of the Services as instructed by Customer. If a court makes a final, non-appealable determination that the Services are infringing, then Company will, at its expense: (y) modify the Services to be non-infringing without materially affecting Company's obligations to the Customer under this Agreement, or (z) obtain for the Customer a license to continue using the Services. If neither of the foregoing is commercially practicable, Company may terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service. This Section sets forth the Customer's sole and exclusive remedies for any claim of infringement related to the Services under this Agreement.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER COMPANY NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR FOR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE CUSTOMER'S USE OF REASONABLE DILIGENCE; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7. PRIVACY LAWS: DPPA / GLBA & FCRA

The Customer agrees to comply with applicable privacy laws and:

Understands that End-to-end homestead administration solution results may contain sensitive information governed by federal and state privacy protection laws, including the Federal Driver's Privacy Protection Act of 1994 ("DPPA"), the Gramm-Leach-Bliley Act ("GLBA"), and the Fair Credit Reporting Act ("FCRA"). Accordingly, the Customer hereby represents, acknowledges, and agrees to comply with all federal and state laws regarding privacy and disclosure of personal information, including the DPPA, GLBA, and FCRA; is eligible to receive personal driver's license and motor vehicle records information under the DPPA because its intended use of such

information pursuant to this Agreement is permitted by the DPPA; shall not use, disclose, transmit, or in any way release any information it receives from the Company to any unauthorized employee, agent, or third party in violation of the DPPA, GLBA, FCRA, or any other privacy protection law; shall use current and updated security and internal controls to protect the personal information of individuals it receives from a breach of security. Breach of the security of the system means the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable basis to conclude has resulted in, the unauthorized acquisition of and access to personal information maintained by the Customer; transmission of personal information received via e-mail or unencrypted via the internet is strictly prohibited; is responsible for ensuring that its employees, agents, or representatives with access or control over personal information received from the Company are trained and educated with regards to the requirements of the DPPA.

Understands the Company is not a "Consumer Reporting Agency," as defined by the FCRA (15 U.S.C. 1681, et seq.) and Homestead Exemption Audit, No part of the TrueRoll solution suite constitutes a "consumer report," as defined by FCRA, and shall not be subject to FCRA requirements.

Exhibit A Service Use Policy

TrueRoll is committed to providing its customers with top-tier homestead exemption and tax credit monitoring services. In alignment with our commitment to excellence and compliance, we have established the following policy to ensure our services are used responsibly and in accordance with all applicable laws and regulations.

Compliance with Laws and Regulations: The Customer must use TrueRoll services, including but not limited to any of the products in the TrueRoll solution suite, in strict compliance with all applicable local, state, and federal laws and regulations. This includes, but is not limited to, adherence to privacy laws, property tax laws, and any regulations pertaining to the use of public or private data for the purposes of tax compliance and fraud detection.

Responsible Use of Service: The Customer agrees to use TrueRoll services for the intended purpose of improving the accuracy of property tax assessments and ensuring the fair application of homestead exemptions. The Customer shall not use TrueRoll services for any purpose that is illegal, unethical, or in violation of the rights of any third party, including but not limited to privacy rights.

Data Use and Privacy: In using TrueRoll's services, the Customer acknowledges that TrueRoll operates with the highest regard for data privacy and security. The Customer must handle all data obtained through TrueRoll services in a manner that respects individual privacy and complies with all relevant data protection laws.

Indemnification: The Customer agrees to indemnify and hold harmless TrueRoll and its affiliates, officers, agents, employees, and partners from any claim, suit, action, or loss arising from or related to the Customer's violation of this policy, misuse of TrueRoll services, or violation of applicable laws and regulations.

Monitoring and Enforcement: TrueRoll reserves the right, though not the obligation, to monitor the Customer's use of its services to ensure compliance with this policy. TrueRoll may take appropriate action against any use of the services that it believes violates this policy or any applicable laws or regulations. This action may include suspending or terminating the Customer's access to TrueRoll services without notice.

Policy Updates: TrueRoll may update this policy from time to time to reflect changes in our services, legal landscape, or for other reasons deemed necessary by the company. Customers will be notified of significant changes to the policy and are expected to comply with the updated terms.

By using TrueRoll's services, the Customer acknowledges they have read, understood, and agreed to abide by this policy. This commitment ensures that together, we can continue to provide and benefit from the high-quality, compliant, and ethical services TrueRoll offers.

Exhibit B – Support and SLAs

This Exhibit outlines the support levels, response times, and procedures for handling support requests.

Operational Hours

Our support services are available from 8:00 am to 5:00 pm CDT, Monday to Friday, excluding US Federal holidays.

Support Request Submission

TrueRoll related issues can be reported via email at support@trueroll.io or by using the chat interface inside the trueroll.app web application.

Our online knowledge base at http:// help.trueroll.io also provides extensive resources and how-to guides.

Handling of Support Requests

Support requests undergo phases from initial response to potential resolution within defined timeframes, based on the urgency and impact on business operations. Urgent issues receive faster responses, with our team providing interim solutions until a permanent fix is applied.

Support Service Level Agreement Overview

Type	Priority	Description	Max Time To Provide Solution

SYSTEM DOWN	**P0 - Critical**	System is inaccessible to more than one customer.	4 business hours
SYSTEM IMPAIRED	**P1 - Urgent**	Single customer is unable to use the service to do any valuable work. System is available for other customers.	48 calendar hours
BUG	**P2 - High**	Customer is experiencing issues that are impacting their ability to use the service and do valuable work. Customer issue was re-submitted.	At the conclusion of next sprint
BUG	**P3 - Normal**	Customer can still perform valuable work but updates could significantly increase the value they get out of the service.	No SLA given, 4 weeks is the goal.
FR - Feature Request	**FR**	Customer has a feature request that is not currently supported. It may or may not be critical to their operation.	No SLA given
SR - Service Request	**N/A**	Customer request for one off functionality that does not typically require engineering resources	1 calendar week

Below are some TrueRoll scenarios that may fall under the different priority levels. There is no solid determination for when a support ticket will always be a specific priority. The CSM will take many things into account before assigning a priority level.

Priority	TrueRoll Examples
P1 - Urgent	1. Customer cannot log in when using correct information 2. Screens showing no data 3. Screens showing data that has little to no correlation with the data they are expecting to see related to exemptions, owners, situs, mail, flags, etc
P2 - High	1. Customer's data is significantly inaccurate related to exemptions, owners, situs, mail, flags, etc. 2. Customer's data does not incorporate parcel groupings, lease holds, primary owners, or other suppressions or appends that will dramatically reduce the false positives they are observing 3. System features that they rely on for their business processes cease to function as expected or change behavior impacting their existing business processes. 4. Onboarding Data
P3 - Normal	1. Workflow expediting features like the County URL link are not functioning as intended 2. Customer has a needed modification to supported application functionality that they had set as an expectation during the sales cycle 3. Local Reference Data 4. A request to generate a list of Unclaimed Exemptions is a Priority 3 support item.

P4 - Low	1.	Customer wants to expand the functionality of the app or have different features than is currently provided. This also includes requesting D2P links since those aren't always guaranteed.

For complete guidelines on our support processes and priorities, please refer to the provided resources or contact your support representative.

The default triage process below describes the subject of support requests and the initial triage owning party. "Initial Triage Owner" is defined as the party responsible for initial inspection and recommendation related to the inbound service request. The ITO is also responsible for communication with initial support requester which can be a customer user, Tyler Technologies, or TrueRoll.

Source of request	**Initial Triage Owner**
Tyler Technologies applications	Tyler Technologies
TrueRoll applications	TrueRoll
Data handoff from Tyler Technologies CAMA systems or Smartfile to TrueRoll	Tyler Technologies

Enterprise Records Management

Software as a Service Agreement

ENTERPRISE RECORDS MANAGEMENT
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed 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 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.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"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.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of

our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective

Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about- us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. 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. 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).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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 Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN

SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 products 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such

quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. 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.

22. 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.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy Exhibit C Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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

Address for Notices:
[Client's address noted on SOW or Purchase Order]

Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.6 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then- current rates, upon each anniversary thereof.
   3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
   3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
   3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B

Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags Baggage fees for sports equipment are not

reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by

using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
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 application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration- based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available

at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit E Statement of Work

Statement of Work to be inserted prior to Agreement execution.

RESIDENT ASSISTANT SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Resident Assistant SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the Resident Assistant proprietary software products.

Customer agrees to be bound by these terms and conditions in these Resident Assistant SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the Resident Assistant products, applications and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in these Terms of Service and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Purchase Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Effective Date"** means the date on which your authorized representative signs the Purchase Order or Statement of Work.
- **"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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Purchase Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including

Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"Task Order," "Purchase Order," or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"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 Purchase Order and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted; Ownership.
    a. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the Resident Assistant on a subscription basis. These Terms of Service do not provide Client with title to or ownership of the Resident Assistant, but only a right of limited use as further delineated herein. Tyler may develop derivative data assets and insights based on data Client makes publicly available.
    b. Tyler may access collect, use and disclose Client's or its end users' non-public data for the purposes of: (i) providing maintenance and support, (ii) protecting Tyler, Client and/or end users from cybersecurity threats and to secure the client data and end user data we process, (iii) aggregating and summarizing the transcripts of the interaction with the Public User to share with Client or provide continuous improvement of the services, and (v) other internal business operations purposes.
    c. Client expressly recognizes that except to the extent necessary to carry out Tyler's obligations contained in these Terms of Service, Tyler does not create or endorse any data provided, accessed, used, or disclosed in connection with the Resident Assistant and disclaims any harm that results from the use of the Resident Assistant from any unintended bias or inequity.

2. Restrictions.
    a. Client shall not, and shall ensure that its end users do not, create, upload, or share content that violates third-party copyright, trademark, privacy, data protection, publicity, or other rights or that plagiarizes third party content. Additionally, Client shall not, and shall ensure that its end users do not: (a) enter text prompts to infringe another party's rights copyright, trademark, patent or trade secret laws; (b)upload or share information or images that includes a third party's copyrighted or trademarked content; ; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Resident Assistant; (d) access or use the Resident Assistant in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler or its subsidiaries; (e) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Resident Assistant available to any third party other than as expressly permitted by these Terms of Service; (f) provide, store, or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material; (g) interfere with or disrupt the

integrity or performance of Resident Assistant (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (h) attempt to gain unauthorized access to the Resident Assistant or its related systems or networks.

b. Client acknowledges and understands that the Resident Assistant is not designed to serve as the system of record and shall not be used in a manner where the interruption of the services could cause personal injury (including death) or property damage. The Resident Assistant is not designed to require for its intended use, process or store personal data protected by applicable privacy or security laws, regulations, or orders, including but not limited to the Family Education Rights and Privacy Act ("FERPA") or similar laws related to student data, Criminal Justice Information Systems (CJIS), or other similar sensitive data, the Health Insurance Portability and Accountability Act (HIPAA), and any federal or state breach notification law, and by using the Resident Assistant, Client acknowledges and agrees that Client and its end users are using the Resident Assistant at Client's and its end user's own respective risk and that Client is solely responsible for use of the Resident Assistant or any data collected by or processed therein in any manner that is contrary to the uses for which the Resident Assistant is designed and offered for use in these Terms of Service.

c. Client acknowledges and understands that Resident Assistant is not designed or intended for use in locations outside of the United States or by children under the age of 13 years old, and that Client is solely responsible for compliance with any laws applicable to users who choose to access Resident Assistant, including from non-US locations.

d. Tyler has no liability or obligation to indemnify for Client's noncompliance with the restrictions set forth in this Section 2 and Client's noncompliance shall (a) constitute a material breach of these Terms of Service.; (b) entitle Tyler to indemnification by Client from any and all claims, actions, liability, judgements, damages, costs, fines, penalties, and expenses including reasonable attorneys' fees to the extent arising from Client's noncompliance with this Section, which indemnification obligation shall survive the termination or expiration of these Terms of Service.

i. Tyler does not warrant the accuracy or reliability of the Resident Assistant, and the content generated by the Resident Assistant, may not always be correct up-to-date, or applicable to a specific situation, and may be inappropriate or unexpected. Additionally, TYLER HERBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE RESIDENT ASSISTANT, TYLER DOES NOT GUARANTEE THE RESIDENT ASSISTANT CANNOT BE COMPROMISED AND THEY ARE PROVIDED "AS IS" and "WITH ALL FAULTS". CLIENT UNDERSTANDS THAT THE RESIDENT ASSISTANT MAY NOT BE ERROR FREE, AND USE MAY BE INTERUPTED. Tyler reserves the right to temporarily or permanently throttle or suspend use of Resident Assistant, with or without notice to Client, in the event of (i) excessive use of the service impacting availability or impairing of use, (ii) use prohibited by law, regulation or governmental order, (iii) attempts to gain unauthorized access to or disrupt any service, device, data, account or network, (iv) attempts to spam or distribute malware, or (v) any use of automated or scripting processes (such as bulk or automated uploading of content through a script).

3. Access and Usage by Internal Client Users and Contractors. Client may allow Client's internal users and third-party contractors to access the Resident Assistant and any technical or policy controls, in compliance

with the terms of these Terms of Service, which access must be for Client's sole benefit. Client is responsible for the compliance with these Terms of Service. by Client's internal users and contractors. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account and within its Resident Assistant instance; (c) must use commercially reasonable efforts to prevent unauthorized access to or use of its account and notify Tyler promptly of any such unauthorized access or use; and (d) shall comply with all federal, state and local laws, regulations and policies of Client, as to provision and its use of the Resident Assistant.

4. Use by Public Users. Client is solely responsible for determining and authoring the online terms of use, disclosures and legally required notices relative to the use of the Resident Assistant by end users ("End User"), and the enforcement thereof. Tyler may access use, disclose, and transfer the transcript of the interaction with the End User, for any lawful purpose, including but not limited to aggregating and summarizing the data to share with Client, and/or for the continuous improvement of the services.

5. Third-Party Terms. Through the use of Resident Assistant, Client must agree to and comply with the following third-party terms and conditions:

   - **Microsoft Generative AI Services Code of Conduct**
   - **Customer Copyright Commitment Required Mitigations**
   - **Universal License Terms for Online Service applicable to Microsoft Generative AI Services**
   - **Microsoft Azure, Limited Access and Azure Open AI Services terms**
   - **Data, Privacy, and Security for Azure OpenAI Service**
   - **Transparency Note for Azure OpenAI Service**
   - **Transparency Note: Azure AI Content Safety**
   - **https://privacy.microsoft.com/en-us/privacystatement**.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Services Warranty. If applicable, we will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

2. 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 provide implementation services, 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.

3. 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 these Terms of Service. 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).

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other

consulting services; or (d) 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) week's advance notice.

SECTION D – LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THESE TERMS OF SERVICE 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.**

2. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, OUR LIABILITY FOR DAMAGES ARISING OUT OF THESE TERMS OF SERVICE, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THESE TERMS OF SERVICE ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THE NASPO VALUEPOINT MASTER AGREEMENT.**

3. **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.**

Tyler Cashiering SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those State and Federal Purchasing Entities purchasing the Tyler Cashiering SaaS solutions under such vehicle), are the entire agreement between the Client and Tyler relating to the Tyler propriety software products procured, and it governs the Client's use as an end user of the Tyler Cashiering proprietary software products.

Client agrees to be bound by these terms and conditions in these Tyler Cashiering SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the Tyler Cashiering products, applications and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Client desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Client**" or "Customer" used interchangeably means the party identified in the Statement of Work or Purchase Order.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Statement of Work or Task Order, 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.
- **"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 Task Order or

Statement of Work.

- **"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.
- **"Named User"** means an account associated with an individual user of the Tyler Software regardless of whether the individual is actively using the Tyler Software at any given time.
- **"Named User Fees"** means the annual fees for the Named Users as identified in the Order.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Order.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including downtime resolution. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"Task Order" or "Statement of Work"** (used interchangeably) means the industry standard implementation plan, to which these Terms of Service are attached, describing how our professional services will be provided to implement the Tyler Software, and outlining the costs and your and our roles and responsibilities in connection with that implementation.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Order.
- **"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 Task Order and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SaaS Services

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits on Named Users. You may add additional Named Users on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Named Users, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display,

and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.

3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.

3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations, this includes making the SaaS Services available in any manner as a separate instance of the SaaS to a third-party, provided however, nothing in this section shall restrict the Client from accepting data from third party agencies, or providing Named User accounts to third party agencies, provided that the third party agency complies with all aspects of this Agreement;

4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;

4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section B(9), below.

6. SaaS Services.

6.1. Audit & Compliance. Our SaaS Services are provided using a third-party data center, and the compliance report for that third-party provider is subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Third-Party Data Center*. SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control

reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures. The SaaS Services are designed to leverage secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited.*

6.5. *PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Client shall be responsible for compliance with PCI DSS version 4.0 and any more current versions, including, but not limited to, the relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.*

6.6. *Client Connectivity and Support. If not expressly provided through the Order Form, Client will be responsible for providing or purchasing the application or services that will communicate to the service and transfer to the service all relevant information necessary to record the receivable. successfully and/or maintain the billing system of record outside of these Terms of Service. To the extent Client uses or engages a third party to provide the application or services referenced in the previous sentence, Client is responsible for such third party's compliance with the terms and conditions set forth in these Terms of Service, including, without limitation, the terms and conditions of these Terms of Service Additionally, if Client has not selected Tyler as the payment processor, then Client is responsible for engaging a third party, that is compatible with the SaaS Services, to provide the payment processing services in accordance with these Terms of Service. Client will work diligently with Tyler to help test and implement the services in a timely manner. Client will provide a phone number to display on Cardholders' credit card statements and provide customer service to End Users.*

6.7. *Prohibited Activity. End Users may not use the services in a manner that constitutes excessive or abusive usage, suspicious activity, or suspected or actual violation of applicable law, or regulation. If any of these occur, Client agrees that Tyler may suspend End User's access to the service and provide notice to the Client of the suspension.*

6.8. *SaaS Fees and Named User Fees. Client agrees to pay Tyler the SaaS Fees and Named User Fees. Client's SaaS Fees and Named User Fees are provided for in the Order Form and are invoiced on an annual basis, beginning on the commencement of the Effective Date or as set forth in the Order Form. For the avoidance of doubt, SaaS Fees do not include the following services: (a) costs for Named Users (b) onsite support; (c) application design; (d) other consulting services; or (e) telephone support outside our normal business hours or on holidays. Unless otherwise specified in the Order Form, the currency is US Dollars, fees are exclusive of taxes, and payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Tyler reserves the right to suspend access to the SaaS Services if Client fails to pay the SaaS Fees, Named User Fees, or Professional Services Fees in accordance with this Agreement.*

Tyler may also terminate this Agreement if Client does cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation and/or integration-related services itemized in the Order and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Order. You acknowledge that the fees stated in the Order, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Order will be resolved by multiplying the applicable rate by the quoted units. Fees for other professional services are invoiced monthly as incurred, or as agreed to in the Order Form.

3. Additional Services. The Order contains, and the Statement of Work describes, the scope of services and 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, 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. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We

will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1 For the duration of this Agreement, we will:
      9.1.1 perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2 provide telephone support during our established support hours
      9.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
      9.1.4 provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2 Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3 We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Order for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Hardware Warranties.

2.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Hardware.
2.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
2.3 You acknowledge that we are not the manufacturer of Third-Party Hardware. We do not warrant or guarantee the performance of the Third-Party Hardware. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Hardware.

SECTION D – LIMITATION OF LIABILITY

1. **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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

2. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES AND NAMED USER FEES PAYABLE IN THAT SUBSCRIPTION TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.**

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.

Priority Based Budgeting

Software as a Service Terms of Service

PRIORITY BASED BUDGETING (PBB)
SOFTWARE AS A SERVICE TERMS OF SERVICE

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Priority Based Budgeting (PBB) SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler propriety software products procured, and it governs the Customer's use as an end user of the Tyler PBB proprietary software products.

Customer agrees to be bound by these terms and conditions in these Tyler PBB SOFTWARE AS A SERVICE TERMS OF SERVICE ("Terms of Service") which governs the use and license rights associated with the SaaS Services. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive right to use the SaaS Services as further defined, permitted, conditioned, and restricted below.

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

SECTION A – DEFINITIONS

- **"Agreement"** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client" or "Customer"** used interchangeably means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary, Statement of Work, or Purchase Order.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), 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.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users

mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"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 by which both your and our authorized representatives have signed the Task Order or Statement of Work. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"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 products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work" or "Task Order"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Thi rd-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the

Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.

- **"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 or Task Order and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer

any part of the SaaS Services;

4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, 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. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support;

(b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.

2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – 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 F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
   1.3. 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:
      1.3.1. procure the right to continue its use;
      1.3.2. modify it to make it non-infringing; or
      1.3.3. replace it with a functional equivalent.

      We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
   1.4. 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 (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of 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 (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance

under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(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: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $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 G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products 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 pricing, 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. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. 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 the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. 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 employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

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, or implied. 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 in writing, signed by an authorized representative of the party against whom enforcement is sought.

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: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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. 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:
    i. 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;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. 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.

17. 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.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. 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.

20. 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. In such cases, 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.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions may include Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at:

https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Statement of Work

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[*Sales quotation to be inserted prior to Agreement execution*.]

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Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.

2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following

initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

3. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit C
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 related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://learn.envisio.com/Envisio_MasterServicesAgreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit E
Statement of Work

[Statement of Work to be inserted prior to Agreement execution.]

TYLER RECREATIONAL LICENSING: SOFTWARE TERMS AND CONDITIONS

WHEREAS, Client selected Tyler to provide the software products and perform the services set forth in the Investment Summary, Order Form or other Agreement, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such software products and services under the terms of this Agreement; and

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

- "Affiliated Organization" means a government entity separate from you, but which will have access to the Tyler Software detailed in this Statement of Work and licensed to you under this Agreement.
- "Agreement" means this Software as a Service Agreement.
- "Client" means the entity with whom Tyler has agreed to provide services pursuant to this Agreement.
- "Client Data" means data, datasets, files, information, content, and links uploaded or provided by Client through the use of Tyler Software, but excluding Third Party Services.
- "Confidential Information" means 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.
- "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.
- "Service Level Agreement" or SLA means the service level agreement attached in this Statement of Work
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "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 pursuant to this Agreement.
- "Updates" means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to Tyler Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SOFTWARE AS A SERVICE

1. Rights Granted and Restrictions.

1.1 Tyler grants to Client the non-exclusive, non-assignable limited right to use the Tyler Software on a subscription basis for your internal business purposes only, as set forth in the scope of the internal business purposes you disclose to us as of the Effective Date. Tyler Software will be made available to Client according to the terms of the SLA. Unless otherwise, terminated Client's right to access or use Tyler Software will terminate at the end of the subscription period defined in the Investment Summary.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You 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; (e) use the Tyler Software to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Tyler Software (including without limitation, vulnerability

scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Tyler Software or its related systems or networks.

1.4 The right to use the Tyler as set forth in this Section 1 apply to Updates and enhancements we may provide to you.

1.5 This Agreement does not provide Client with title or ownership of Tyler Software, or Third-Party Data, but only a right of limited use as further delineated herein. Tyler Software, Documentation, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. You may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Tyler reserves all rights not expressly granted to you in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

2. Software Fees. You agree to pay us the Tyler Software fees in the amounts set forth in the Statement of Work

3. Software Warranty. We warrant that the functionality or features of Tyler Software will substantially perform as communicated to Client in writing, in accordance with our SLA.

4. Data Security Measures. In order to protect your Confidential Information, Tyler will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).

5. Notice of Data Breach. If Tyler knows that Client's Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Tyler will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return Tyler Software to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

6. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Client shall be responsible for compliance with PCI DSS version 4.0 and any more current versions regarding any applicable payment service devices, including, but not limited to, the maintenance, inspection, scanning, and training obligations set forth therein.

7. Payment Processing. Payment processing services will be provided by Tyler subject to the terms and conditions at https://www.tylertech.com/client-terms/payment-processing-license-and-services-agreement

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and 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), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. 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).

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future Updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment

Summary per our Invoicing and Payment Policy.

2. Payment. Payment shall be made within thirty (30) days of receipt of an invoice. If payment is made by check, the effective payment date shall be the date of postage.

3. Invoice Disputes. If you believe any Tyler Software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM, TERMINATION, AND SUSPENSION OF SOFTWARE

1. Term. The initial term ("Initial Term") of this Agreement is set forth on the attached Quote or Order Form, or if no Quote is attached, shall be the number of year(s) from the date indicated in the Investment Summary, unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement and software subscription will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client's right to access or use Tyler Software will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the Tyler Software, products, and/or other services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(3).

    2.1 Failure to Pay Fees. Client acknowledges that continued access to Tyler Software is contingent upon Client's timely payment for Tyler Software and any related fees. If Client fails to timely pay the fees, Tyler may discontinue Client's access to Tyler Software and any related services. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does 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 Section H(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to Tyler Software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of Tyler Software or any scheduled related services for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

2.4 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to utilize the software or services set forth in this Agreement, 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. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Return of Client Data. Upon request, Tyler will make Tyler Software available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, Tyler has no obligation to maintain Client Data and may destroy the Client Data.

4. Return of Tyler Property. Upon termination of this Agreement, Client agrees to destroy or return all Tyler property that is in Client's possession. Upon Tyler's request, Client will confirm Client's compliance with this requirement in writing.

5. Suspension of Tyler Software. If in Tyler's reasonable judgment, Tyler discovers Client's use of Tyler Software threatens the security, integrity, stability, or availability of the Tyler Software, or is otherwise in violation of this Agreement, Tyler may

temporarily suspend Client's access to the Software, or Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of Tyler Software.

6. Date of Termination. For the purposes of this Agreement, the terms "date of termination" or "termination date" shall be taken to mean the final date after the 30-day written notice of termination, unless another date is agreed upon by the parties.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you, your employees, agents, and representatives 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; or (c) replace it with a functional equivalent. 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 tangible property damage to the extent caused by our negligence or willful misconduct. 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; or (b) your violation of a law applicable to your performance under 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. while Tyler takes reasonable physical, technical and administrative measures to secure Tyler software, Tyler does not guarantee that Tyler software cannot be compromised. client understands that Tyler software may not be error free, and use may be interrupted.

4. Limitation of liability. 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 your actual direct damages, not to exceed the fees earned for the 12 months prior to the incident giving rise to the claim under this agreement. the parties acknowledge and agree that the prices set forth in this agreement are set in reliance upon this limitation of liability and to the maximum extent allowed under applicable law, the exclusion of certain damages, and each shall apply regardless of the failure of an essential purpose of any remedy.

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 products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of any 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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. Consent shall not be unreasonably withheld. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. No Waiver. In the event that the terms 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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; or (c) upon receipt by sender of proof of email delivery. Notice shall be addressed to the Parties' respective Address for Notices provided on the signature page.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Clients engage independent contractors to fulfill its obligations under this Agreement, Clients shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of New Hampshire, without regard to its rules on conflicts of law.

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.

SOFTWARE AS A SERVICE AGREEMENT FOR COURTS & JUSTICE SOFTWARE SOLUTIONS

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means _____.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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, based on a condition within our reasonable control. 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 last signature date set forth in the signature block.
- **"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 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.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and

supplements thereto.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as 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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting

your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional 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. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. 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. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) 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) week's advance notice.

10. ^Enterprise Justice Legislative Change Support. For Enterprise Justice county customers, we make available legislative change support as follows:

    10.1 We will provide you with refinements, enhancements, or other modifications to the Enterprise Justice Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

    10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Enterprise Justice Tyler Software.

    10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

    10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

    10.5 Business process changes, including usage of optional or new features and data fields, may be

required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination,

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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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 Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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; or (c) replace it with a functional equivalent. 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 defend, 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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 Tyler products 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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.

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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Payment Processing Terms. Your use of Tyler Software that includes payment processing services is subject to the terms of Tyler's Payment Processing Agreement, available at https://www.tylertech.com/terms/payment-processing-agreement. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
^Exhibit D	Enterprise Supervision Electronic Monitoring Devices Terms [*if applicable*]
	Schedule 1: End User Terms and Conditions for Wireless Services

SIGNATURE PAGE FOLLOWS

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.	Client
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: Client Name _____ _____ Attention: _____

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Exhibit A
Investment Summary

The following Investment Summary details the software 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.

^*Investment summary to be inserted prior to Agreement execution.*

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates/in accordance with the milestone billing schedule set forth in the Investment Summary.

   2.2 ^Electronic Monitoring Fees. Subscription fees for Electronic Monitoring services, if any, are invoiced monthly in arrears at the per day rates per active unit as set forth in the Investment Summary. Hardware replacement costs are set forth in the Investment Summary and will be invoiced upon delivery of any replacement unit. Use of the Electronic Monitoring devices is subject to the terms in Exhibit D.

   2.3 ^Annual Services. Other annual services (including subscription services) not otherwise addressed herein shall have an initial term that commences on the first day of the first month following the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

   2.4 ^Transaction Fees. Per transaction fees are paid directly by the end user at the time of the transaction. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. 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 available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
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 application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

^Exhibit D
Enterprise Supervision Electronic Monitoring Devices Terms *[if applicable]*

ELECTRONIC MONITORING DEVICES LEASE AND USE TERMS

A. Client desires to have the ability to utilize electronic monitoring services on certain individuals.

B. Tyler desires to lease to Client certain electronic equipment set forth in the Amendment Investment Summary.

C. Title to all leased equipment shall remain with Tyler. Client is not purchasing any of the electronic monitoring equipment set forth in the Amendment Investment Summary. Instead, such equipment is being leased by Client solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individual(s)").

D. Leased equipment may only be serviced and/or repaired by Tyler.

E. Client will promptly return all leased equipment to Tyler upon expiration of the applicable lease term in its original condition, reasonable wear and tear excepted.

F. Client *may not:*

1. Sell, resell, rent or lease the equipment.
2. Use the equipment to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights.
3. Interfere with or disrupt the integrity or performance of the equipment.
4. Attempt to gain unauthorized access to the Tyler Software or leased equipment in their related systems or networks.

WARRANTY AND DISCLAIMERS

Tyler passes through to Client any warranties on leased equipment provided by the manufacturer of such equipment**. Tyler makes no other warranties regarding the leased equipment provided hereunder, express or implied. Tyler expressly disclaims any warranty that its electronic monitoring service is impervious to tampering.** Client acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any Individual from committing any harmful, tortuous, or illegal acts. Client further acknowledges that it may be possible for an Individual to remove the equipment by unauthorized means, and that Tyler expressly disclaims any liability for any acts committed by the Individual.

Exhibit D
Schedule 1
End User Terms and Conditions for Wireless Services

The following terms and conditions apply to Client's use of mobile phones as part of the Electronic Monitoring services.

1. **Disclaimer of Warranties**. The wireless services carrier makes no representations or warranties, express or implied. The services provided by the wireless services carrier ("**Services**") are provided "as is" and any party using the bundled services ("**End User**") assumes all responsibility and risk for use of the Services. The wireless services carrier does not guarantee that End User's communications will be private or secure. End User is solely responsible for maintaining virus and other Internet security protections when accessing the Internet and the Services.

2. **Disclaimer of Certain Damages**. The wireless services carrier is not liable for any damages for loss of privacy, personal injury or property damage, interruption or failure of Services, loss of data, cost of replacement products and services, network failures or outages, failures to make or receive 911 calls or receive 911 location services, acts or inactions of third-parties, inability to use the Services or network, or for content, advertisements, or websites End User may be able to access by using the Services.

3. **No Liability**. End User has no contractual relationship with, and is not a third-party beneficiary of, any agreement between the party providing the bundled services to End User ("**Supplier**") and the wireless services carrier. End User agrees that the wireless services carrier will have no liability to the End User. End User's exclusive remedy, and the total liability of the wireless services carrier relating to or arising out of the agreement between the party providing the bundled services and the End User ("**End User Agreement**"), for any cause whatsoever, including but not limited to failure or disruption of Services provided, will be limited to payment by Supplier of damages in an amount equal to the amount charged by Supplier to End User for the bundled services provided under the End User Agreement.

4. **Services Availability**. Services are available to a device only when it is within the operating range of the wireless services carrier's network or the network of an operator with which the wireless services carrier has an applicable roaming agreement. End User's actual Services area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including without limitation network capacity, terrain, and weather. Outages and interruptions in Services may occur, and speed of Services varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within

coverage areas, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Services availability.

5. **Prohibited Uses**. Certain activities and uses of the Services and devices are not permitted. Examples of prohibited uses include, but are not limited to: (a) using a repeater or signal booster; (b) compromising network security or capacity, degrading network performance, use of malicious software or "malware", hindering other customers' access to the network, or otherwise adversely impacting network service levels or legitimate data flows; (c) using applications which automatically consume unreasonable amounts of available network capacity; (d) using applications which degrade network capacity or functionality; (e) misuse of the Services, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (f) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (g) unauthorized reprogramming or "unlocking" of a device's software programming lock; (h) tampering with, reprogramming, altering, or otherwise modifying End User's devices to circumvent any wireless services carrier policies or violate anyone's intellectual property rights; (i) causing harm or adversely affecting wireless services carrier, the network, wireless services carrier's customers, employees, business, or any other person; and (j) causing wireless services carrier to violate applicable laws and regulations. Wireless services carrier reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, modify, disconnect, or suspend Services if a wireless product engages in any of the prohibited voice or data uses detailed above or if wireless services carrier determines action is necessary to protect the network from harm or degradation.

6. **911 Access. Wireless services carrier is not responsible for failures to connect or complete 911 calls or text-to-911 messages, including the provision of location information. 911 service may not be available or reliable and End User's ability to receive emergency services may be impeded.**

Release and Waiver. End User releases the wireless services carrier and its affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "**Wireless Services Carrier Parties**") from, and waives any and all claims against the Wireless Services Carrier Parties for, any damages, costs or expenses relating to or arising out of End User's use of the Services.

RECREATION MANAGEMENT
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between US eDirect, LLC, a wholly owned subsidiary of Tyler Technologies, Inc. ("Tyler"), and Client.

WHEREAS, Client selected Tyler to provide the software products and perform the services set forth in the Investment Summary, Order Form or other Agreement, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such software products and services under the terms of this Agreement; and

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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations, if any, are listed in Exhibit A.
- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the entity with whom Tyler has agreed to provide services pursuant to this Agreement.
- **"Client Data"** means data, datasets, files, information, content, and links uploaded or provided by Client through the use of Tyler Software, but excluding Third Party Services.
- **"Confidential Information"** means 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.
- **"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 Sales Quote or cost proposal for the software, products, and services into which this Agreement shall be incorporated by reference or is otherwise 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.

- "**Service Level Agreement**" or SLA means the service level agreement attached as Exhibit E.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means the parent company of US eDirect, LLC.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary pursuant to this Agreement.
- **"Updates"** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to Tyler Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE AS A SERVICE

1. Rights Granted and Restrictions.

1.1 Tyler grants to Client the non-exclusive, non-assignable limited right to use the Tyler Software on a subscription basis for your internal business purposes only, as set forth in the scope of the internal business purposes you disclose to us as of the Effective Date. Tyler Software will be made available to Client according to the terms of the SLA. Unless otherwise, terminated Client's right to access or use Tyler Software will terminate at the end of the subscription period defined in the Investment Summary.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You 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; (e) use the Tyler Software to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Tyler Software (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Tyler Software or its related systems or networks.

1.4 The right to use the Tyler as set forth in this Section 1 apply to Updates and enhancements we may provide to you.

1.5 This Agreement does not provide Client with title or ownership of Tyler Software, or Third-Party Data, but only a right of limited use as further delineated herein. Tyler Software, Documentation, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. You may not remove or modify any

proprietary marking or restrictive legends from items or services provided under this Agreement. Tyler reserves all rights not expressly granted to you in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

1.6 Tyler Software shall not be used in a manner where the interruption of the Tyler Software could cause personal injury (including death) or property damage. Tyler Software is not designed to process or store data protected under the Family Education Rights and Privacy Act (FERPA), data from Criminal Justice Information Services (CJIS), or Protected Health Information (PHI), and by using Tyler Software, Client acknowledges and agrees that Client is using Tyler Software at Client's own risk and that Client is solely responsible for use of data with Tyler Software any manner that is contrary to the uses for which the Tyler Software are designed and offered for use in this Agreement.

2. Software Fees. You agree to pay us the Tyler Software fees in the amounts set forth in the Investment Summary, attached hereto as Exhibit A. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Software Warranty. We warrant that the functionality or features of Tyler Software will substantially perform as communicated to Client in writing, in accordance with our SLA.

4. Data Security Measures. In order to protect your Confidential Information, Tyler will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).

5. Notice of Data Breach. If Tyler knows that Client's Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Tyler will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return Tyler Software to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

6. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Client shall be responsible for compliance with PCI DSS version 4.0 and any more current versions regarding any applicable payment service devices, including, but not limited to, the maintenance, inspection, scanning, and training obligations set forth therein.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and 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), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional manner, consistent with industry standards. In the event we provide 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 provide implementation services, 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. 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).

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-

transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 If the Developer charges a fee for future Updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy.

2. Payment. Payment shall be made within thirty (30) days of receipt of an invoice. If payment is made by check, the effective payment date shall be the date of postage.

   All payments shall be sent according to Exhibit B.

3. Invoice Disputes. If you believe any Tyler Software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM, TERMINATION, AND SUSPENSION OF SOFTWARE

1. Term. The initial term ("Initial Term") of this Agreement is set forth on the attached Quote or Order Form, or if no Quote is attached, shall be the number of year(s) from the date indicated in the Investment Summary, unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement and software subscription will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client's right to access or use Tyler Software will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the Tyler Software, products, and/or other services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(3).

   2.1 Failure to Pay Fees. Client acknowledges that continued access to Tyler Software is contingent upon Client's timely payment for Tyler Software and any related fees. If Client fails to timely pay the fees, Tyler may discontinue Client's access to Tyler Software and any related services. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does 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 Section H(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to Tyler Software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of Tyler Software or any scheduled related services for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to utilize the software or services set forth in this Agreement, 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. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Return of Client Data. Upon request, Tyler will make Tyler Software available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, Tyler has no obligation to maintain Client Data and may destroy the Client Data.

4. Return of Tyler Property. Upon termination of this Agreement, Client agrees to destroy or return all Tyler property that is in Client's possession. Upon Tyler's request, Client will confirm Client's compliance with this requirement in writing.

5. Suspension of Tyler Software. If in Tyler's reasonable judgment, Tyler discovers Client's use of Tyler Software threatens the security, integrity, stability, or availability of the Tyler Software, or is otherwise in violation of this Agreement, Tyler may temporarily suspend Client's access to the Software, or Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of Tyler Software.

6. Date of Termination. For the purposes of this Agreement, the terms "date of termination" or "termination date" shall be taken to mean the final date after the 30-day written notice of termination, unless another date is agreed upon by the parties.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you, your employees, agents, and representatives 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; or (c) replace it with a functional equivalent. 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 tangible property damage to the extent caused by our negligence or willful misconduct. 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; or (b) your violation of a law applicable to your performance under 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. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE TYLER SOFTWARE, TYLER DOES NOT GUARANTEE THAT TYLER SOFTWARE CANNOT BE COMPROMISED. CLIENT UNDERSTANDS THAT TYLER SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. LIMITATION OF LIABILITY. 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE FEES EARNED FOR THE 12 MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.

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 products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of any 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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.

5. 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.

6. E-Verify. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written

consent, not to be unreasonably withheld.

8. 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. Consent shall not be unreasonably withheld. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. No Waiver. In the event that the terms 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. 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; or (c) upon receipt by sender of proof of email delivery. Notice shall be addressed to the Parties' respective Address for Notices provided on the signature page.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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. To the extent Clients engage independent contractors to fulfill its obligations under this Agreement, Clients shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth or domicile, without regard to its rules on conflicts of law.

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
	Schedule 1: Business Travel Policy
Exhibit C	Third Party End User License Agreement(s) (if applicable)
Exhibit D	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.

US eDirect, LLC

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
ATTN: Legal
US eDirect, LLC
7701 College Boulevard
Overland Park, KS 66210

[Client Name]

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:

Attention: _____

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.

[INSERT INVESTMENT SUMMARY HERE]

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: **We will invoice CLIENT for all fees set forth in the Investment Summary and identified below.** Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *Software Fees*: Tyler Software fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Client's annual Tyler Software fees for the initial term are set forth in the Investment Summary.

   1.2 *Maintenance and Support Fees (including Embedded Third Party Software)*: Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services will be adjusted to the then-current price.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training and Travel)*: Implementation and other professional services shall be invoiced in four (4) equal payments in accordance with the following milestones, and further identified as follows:

      (a) Stakeholder Meeting (the detailed project plan shows the Project Plan Approval is the last task in this section)
      (b) Initial System Deployment
      (c) End User Training
      (d) Go Live

3. Expenses. The service rates in the Investment Summary do not include travel expenses for Tyler delivered services. Expenses will be billed as set forth above and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

4. Payment**.** Payment for undisputed invoices is due within thirty (30) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com. Tyler's electronic payment information is available by emailing AR@tylertech.com. Any billing inquiries by Client should be directed to Tyler's Accounts Receivable Department by calling 1-800-772-2260 (press 2) or emailing AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third-party reseller fees.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If

an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Third Party End User License Agreement

(if applicable)

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Exhibit D
Service Level Agreement

SUPPORT AND MAINTENANCE

We provide maintenance and support, which includes identifying and developing standard maintenance requirements, updates, patches and repairs, correction of application defects, system tuning, performing modifications, content changes, and technical support throughout the term of the contract with the Agency. Enhancements or change requests are administered in a separate Change Management process and are not in scope for any defined support and maintenance activities.

Our Help Desk Support Team is experienced in supporting clients of a similar scale and scope of services as the Agency. As such, our team of personnel are highly knowledgeable and trained to support the functionality and operability of the Solution. We have procedures and processes to ensure responsive and comprehensive management of all support issues, including escalation procedures as necessary.

SUPPORT HOURS AND PROCEDURES

Our Agency focused Help Desk Support Team operates on a 24/7/365 basis to provide assistance to Agency staff. The core focus of this team is to triage and remediate any bugs or defects in the system. Our dedicated Help Desk Support Team ensures continuous support availability, which operates during our core working hours from 7:00 AM to 8:00 PM EST Monday through Friday, and 9:00 AM to 6:00 PM EST on weekends. After hours (24/7/365) is available for system outages, system-wide issues that affect your ability to do business and other high impact events.

Our support model encompasses four (4) levels based upon impact. This ensures that appropriate resources are assigned for each level of support required. In the event of after-hour escalations, our on-call team manages the transition to Support Level 2 and Support Level 3 teams as necessary. This on-call team comprises qualified personnel who are equipped to handle incidents and outages.

To facilitate prompt response and resolution of any system outages or impairments, we establish an automated system monitoring service to alert teams of potential issues. This service automatically notifies the Help Desk Support Team or the on-call team in case of an after-hours outage. These team members receive immediate alerts, enabling them to promptly initiate the required support actions.

By incorporating the SLA information into our support process and procedure, we ensure that each priority level receives the appropriate response time, root cause analysis, and root cause report as outlined in the SLA. This allows us to effectively address and resolve issues while maintaining a high level of support for Agency staff and end-users.

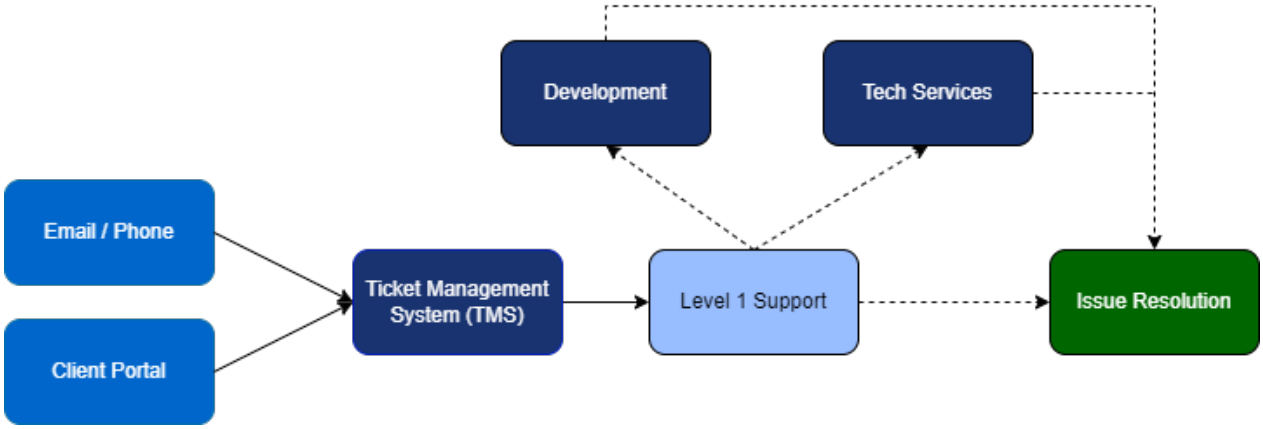
By implementing this process and procedure, we ensure seamless support coverage round the clock, enabling Agency staff and end-users to receive timely assistance and resolution for their system related concerns.

HELP DESK TRACKING

Should an issue be encountered, the Agency is encouraged to create a ticket in the Ticket Management System (TMS). We record and track all help desk issues using the TMS and all reported issues are recorded with a unique ticket number that can be used by Agency staff to track the process and resolution of their ticket.

Tickets can be escalated with priority at the discretion of our support manager for more critical or time sensitive issues. This also allows us to track trending support issues, such as calls from multiple parks with similar symptoms/issues, and proactively bring these up to the Agency during our weekly calls to discuss issue resolutions including bug fixes, training/refreshers, and other improvement opportunities.

Figure 1: Ticket Management System Workflow



When an issue is reported by email or phone, our support personnel immediately create a ticket using the Agency's template, automatically recording the time of the incoming email or call, appending email content, and capturing all actions taken by the Help Desk Support Team to respond, analyze and rectify the issue.

Key features of the TMS solution accomplish this goal of automation and efficiency, such as unique ticketing number, time and incident resolution tracking, automated workflows, escalations, and SLAs.

Incidents can be reported by Agency staff using several methods. Along with phone and email, the Agency can use the TMS's support Portal. The Customer Portal allows designated Agency users to log in, create, update, and track reported issues.

Once logged in, depending on the user's security level, Agency staff can view current open support tickets, submit additional information to assist the support team in troubleshooting, and see or request an update on an open incident.

SERVICE LEVEL AGREEMENT (SLA)

The system will provide uptime of 99.9% or greater. System availability is monitored by the Solution's monitoring system, included in our Hosting Services.

Definiuons

1. **Severity 1 (Major) -** A critical ticket with a very high impact affecting *more than one state or product*. It often involves a complete system outage, customer data loss, major security events, or critical infrastructure failures.
2. **Severity 1 (Critical) -** A critical ticket with a very high impact affecting *one state or product*. It often involves a complete system outage, customer data loss, major security events, or critical infrastructure failures.
3. **Severity 2 -** A major ticket with a significant impact. It could include partial system disruptions or affect critical functionalities.
4. **Severity 3 -** A moderate ticket with a moderate impact that may affect non-critical functionalities or cause inconveniences for users.
5. **Severity 4 -** A minor ticket with a low impact that may include non-critical feature malfunctions or low-priority user complaints. These requests are not associated with any immediate disruption or impact on business operations. *Most day-to-day support tickets fall under this severity level.*

Severity	Definition	Description/Examples	SLA to Close
Severity 1 (Major) ***Affects multiple states***	A critical ticket with a very high impact affecting *more than one state or product*. It often involves a complete system outage, customer data loss, major security events, or critical infrastructure failures	• Payment issues affecting a wide range of customers. • Website or Service is down entirely. • A significant number of users are unable to login. • A core piece of functionality is not working. (Checkout, account creation, etc.) • Security incidents	30 Minutes
Severity 1 (Critical)	A critical ticket with a very high impact. It often involves a complete system outage, customer data loss, major security events, or critical infrastructure failures	• Payment issues affecting a large range of customers. • Website or service is down entirely. • A significant number of users are unable to login. • A core piece of functionality is not working. (Checkout, account creation, etc.) • Security incidents	60 Minutes
Severity 2 (High)	A major ticket with a significant impact. It could include partial system disruptions or affect critical functionalities.	• UAT/Dev/Staging during business hours. • Items with significant time sensitivity which affect vital business components.	8 Hours

		• Impairment of one or more services (single state) • Intermittent transaction failures (single state) • VPN Tunnel Issue (single portal) • Financial issues: File Failure, File Delay, Reports, Disbursements, End of Month close	
Severity 3 (Medium)	A moderate ticket with a moderate impact that may affect non-critical functionalities or cause inconveniences for users.	• Functionality that affects a sub-set of users; a workaround is in place. • Temporary disruption to a client-facing service. • Non-critical functionality affected	1-3 Business days
Severity 4 (Low/Default)	A minor ticket with a low impact that may include non-critical feature malfunctions or low-priority user complaints. These requests are not associated with any immediate disruption or impact on business operations. *Most support tickets day-to-day fall under this severity level.*	• Majority of all tickets should fall in this category. • Inconveniences for users. • Temporary disruption to a non-critical system. • Minor performance issue. • Cosmetic errors. • Disruption to non-critical functionality for a single user.	1-5 Business days

ENTERPRISE CORRECTIONS

MASTER SOFTWARE & SERVICES AGREEMENT

This Master Software and Services Agreement ("Agreement") is made as of the date of last signature below (the "Effective Date"), between Tyler Technologies, Inc. ("Tyler") and _____ with an address of _____ ("Client") (individually, "Party" and collectively, "Parties").

PREAMBLE

WHEREAS, Tyler is engaged as a software and hardware services company; and

WHEREAS, Client desires to engage Tyler to provide software and hardware that enables Client to process inmate services on behalf of particular Client customers.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement will commence on the Effective Date, and will remain in effect, unless earlier terminated or later extended in accordance with the provisions of this Agreement, for an initial term of three (3) years. Thereafter, this Agreement will automatically renew for one (1) year periods, unless either party provides notice to the other of its intent to terminate this agreement not less than sixty (60) days before the end of the then-current term. Notwithstanding any other provision of this Agreement, in the event that the agreement between Client and its client(s) is cancelled, rescinded, or terminated, then the cancellation, recession or termination of such agreement shall automatically terminate this Agreement, as of the date and time of such cancellation, recession or termination.

2. Services. The services to be performed by Tyler hereunder are detailed in the Investment Summary & Statement of Work attached hereto as "Exhibit A."

3. Rates, Fees, Expenses, Invoicing and/or Payment Terms. Client will pay for the Services in accordance with the Fees and Payment terms set forth in this Agreement, inclusive of Exhibit A. Additionally, Tyler and Client will enter into separate addendums as Client enters into contracts with correctional facilities. Such addendums will detail the products and services Tyler will provide to such correctional facilities and all such addendums are subject to the terms and conditions of this Agreement.

4. Relationship of the Parties. The parties agree that Tyler's affiliate, NIC Services, LLC ("Payment Facilitator"), a licensed money transmitter, will be performing money transmission services hereunder, if such services are in-scope under Exhibit A of this Agreement; use of "Tyler" in this Agreement may refer to Tyler or Payment Facilitator, as applicable. Client represents that it has the authority to appoint Payment Facilitator as an agent of county correctional facilities for the limited purpose of providing the money transmission services to county correctional facilities and Client contemplated hereunder. Any funds collected by Payment Facilitator under this Agreement shall be deemed for all purposes to be received by county correctional facilities. Accordingly, payor's obligations shall be deemed satisfied upon receipt of funds by Payment Facilitator. Except for the performance of money transmission services under this Agreement, Tyler is an independent operator and is neither an employee nor agent of Client. Nothing contained in this Agreement will be construed as creating a joint venture or employment relationship between the parties hereto, nor will either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other. All Tyler employees whom Tyler assigns to perform services for Client shall at all times be considered employees of Tyler. Neither party will be responsible for the other's business obligations, including but not limited to, insurance, worker's compensation and employment related taxes or healthcare obligations.

5. Confidential Information. In the course of the performance of this Agreement, either party may learn Confidential Information of the other party. Both parties agree to disclose such information to its employees only on a need-to-know basis and agree not to disclose such information to third parties unless legally required by judicial process. “Confidential Information” means information, including hard copy or electric form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (i) becomes public through no breach of Recipient; (ii) recipient rightfully receives from a third party without restriction; (iii) a party may give to any third party without confidentiality limitations or (iv) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. In no event shall either party use the other’s Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the other. The parties’ obligations under this section will survive the termination and/or expiration of this Agreement for a period of three (3) additional years.

6. Tyler Technology.

    1. Generally. Tyler agrees to allow Client to utilize its Tyler Technology platforms solely in connection with the performance or receipt of services hereunder.

    2. Private Labeling. Client may private label Tyler Technology under its own brand with the specific stipulation that the brand use the moniker “Powered by Tyler” on its marketing, promotions, computer screens or anywhere the Client brand is displayed in connection with Tyler Technology.

    3. For purposes of this Agreement, “Tyler Technology” means the software programs and other information and technology created or developed by Tyler (in whole or in part, either alone or jointly with third parties) prior to or independent of this Agreement, including without limitation, articles of manufacture, processes and apparatus, data, writings and works of authorship (including, without limitation, software (executable code only), protocols, program codes, audio-visual effects created by program code, drawings and other tangible items (including, without limitation, materials, samples, components, tools and other operating devices), documentation related to all of the foregoing, and all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights in and to such programs, documentation, information and technology. Hardware property is defined as the kiosks outlined in Appendix A or other hardware listed in this Agreement, including any addendums or amendments hereto.

    4. Tyler grants Client a non-exclusive, non-transferable, royalty free license to use Tyler Technology during the Term of this Agreement solely for internal operational purposes as disclosed to us prior to the Effective Date. Except as provided herein to the contrary, the parties acknowledge and agree that (i) Tyler owns all rights, titles, and interests, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Tyler Technology, (ii) Tyler may employ, modify, disclose, and otherwise utilize Tyler technology (including, without limitation, providing services or creating programming or materials for other clients), and (iii) Client may not use similar technology platforms for the provision of services by or through Client to clients of Client other than those clients for which Client and Tyler do not have then-current ongoing Agreements. The licenses granted by Tyler to Client shall be transferable in the event of a merger, acquisition, or sale of Client business or assets.

    5. Restrictions. Except as expressly permitted in this Agreement, Client may not: (a) transfer or assign the Tyler Technology to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Technology; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Technology; or (d) publish or otherwise disclose the Tyler Technology to third parties.

    6. Tyler reserves all rights not expressly granted to you in this Agreement. The Tyler Technology is protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Technology. The Tyler Technology is licensed, not sold.

7. Warranties.

    1. Services. Tyler will perform the Services in a professional and workmanlike manner, consistent with industry standards and warrants that it has the capability, experience, and means required to perform the services required by this Agreement. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

    2. Hardware. Hardware is warranted to perform in accordance with our documentation for ninety (90) days following initial use.

    3. Software. We warrant that the Tyler Software will be without Defect(s). 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 Support Level Agreement. For purposes of this warranty:
        a. "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.
        b. "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.
        c. "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.

8. Indemnification.

    A. General Indemnification. To the extent authorized by applicable state law, each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by that party's negligence or willful misconduct, or (b) a violation of law applicable to that party's performance under this Agreement. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit, give sole control over its defense or settlement, and provide reasonable cooperation (at the indemnifying party's expense). The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnified party's written consent, not to be unreasonably withheld.

    B. Tyler Intellectual Property Infringement Indemnification.

        I. We will defend you against any third party claim(s) that the Tyler Technology 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.

        II. Our obligations under this section will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Technology in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

        III. If we receive information concerning an infringement or misappropriation claim related to the Tyler Technology, 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 using the allegedly infringing Tyler Technology immediately. Alternatively, we may decide to

litigate the claim to judgment, in which case you may continue to use the Tyler Technology consistent with the terms of this Agreement.

IV. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Technology 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; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

9. Client Obligations.

A. Client will comply with the general obligations set forth below together with any specific obligations described in this Agreement and exhibits in a timely manner.

B. Client acknowledges that Tyler's ability to deliver the services hereunder is dependent upon Client's full and timely cooperation, as well as the accuracy and completeness of any information and data Client provides to Tyler. Therefore, Client will use reasonable efforts to: (i) provide Tyler with access to, and use of, all information, data, documentation, computer time, facilities, reasonably deemed necessary by Tyler, (ii) appoint a representative who will provide professional and prompt liaison with Tyler, (iii) be available at all times when Tyler or contracted personnel are at the project site (or designate an alternate with the same level of authority in the event of unavailability caused by illness or other valid reasons), and (iv) confer with the Tyler representative at regular intervals to review progress and resolve any issues relating to the services.

C. Client or the applicable facility receiving software and services via an addendum to this Agreement if and as determined by Client, will be responsible for removing the cash from Kiosks and deposit it into the bank account of the facility. Tyler acknowledges and agrees that Client does not control the buildings and physical plant of its clients, therefore, Tyler and Client agree that each will use its best efforts to secure temporary work areas for the provision of services hereunder, but neither party shall be entitled to dedicated workspaces.

10. Dispute Resolution & Termination.

1. Dispute Resolution. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other 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 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 the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with this Agreement.

i. For Cause. If a party believes the other party (the "Breaching Party") has materially breached this Agreement, the aggrieved party will invoke the

Dispute Resolution clause set forth above. Said party may terminate this Agreement for cause in the event the Breaching Party does 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 above.

ii. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance for a period of forty-five (45) days or more.

iii. Insolvency, Bankruptcy, and Cessation of Business Activities. Either party has the right to terminate this Agreement upon (i) insolvency of the other party, (ii) any filing of a petition in bankruptcy by or against the other party, (iii) any appointment of a receiver for the other party, (iv) any assignment for the benefit of the other party's creditors or (v) any cessation of the business activities forming the basis of this Agreement.

11. Data. Client is the sole owner of all data Client provides to Tyler under this Agreement. Client's data will be hosted in a third-party data center managed by Tyler and inaccessible to all other Tyler clients. Upon termination of this Agreement, Tyler will return all Client's data to Client in a mutually agreed upon file format.

12. Insurance. Tyler agrees to maintain insurance reasonably appropriate for its obligations under this Agreement. Specifically, Tyler shall 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.

13. LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES

1. LIMITATION OF LIABLITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S 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 CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS DEFINED IN THIS AGREEMENT, TOTAL FEES COLLECTED BY TYLER AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE FEES COLLECTED BY TYLER IN THAT ANNUAL RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8 ABOVE.
2. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. DISLAIMER OF IMPLIED WARRANTIES. 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.

15. General Provisions:

    1) Non-Restrictive Relationship: Other than as defined in Sections 7 and 8 of this Agreement, Tyler may provide the same or similar services to other customers and agrees to use reasonable judgment to avoid any conflicts of interest.

    2) Assignment. Neither party may assign or otherwise transfer or delegate any of its rights, duties, or obligations hereunder without the prior written consent of the other party, except either party may, upon written notice to the other party, assign this Agreement or any of its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. No permitted subcontracting will relieve Tyler from any of its obligations under this Agreement.

    3) Subcontracting. Tyler retains the rights to enter into a subcontract for any of the Services performed under this Agreement without obtaining prior written approval of Client. Notwithstanding any use of subcontractors, Tyler shall be the prime contractor and shall be responsible for all work performed. Any subcontractor of Tyler shall comply with the same policies and procedures regarding background examinations, drug testing, and shall execute all waivers, consents, and agreements, which would be applicable to employees of Tyler.

    4) Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control including, without limitation, power and/or telecommunication interruptions, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy, compliance with any regulations, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

    5) Notices. All notices required under or regarding this Agreement will be in writing and will be considered given if delivered personally, emailed to the email address set forth herein, mailed via registered or certified mail (return receipt requested and postage prepaid), or sent by courier (confirmed by receipt) addressed to the designated parties below the signature blocks.

    6) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

    7) Entire Agreement. This Agreement and its exhibits, including any addendums, constitute the entire agreement between Tyler and Client and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.

    8) Applicable Law. This Agreement is made under and will be construed in accordance with the laws of Tennessee without giving effect to that state's choice of law rules.

    9) Headings. The headings and section titles in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any article or provision hereof.

    10) No Third-Party Beneficiaries. This Agreement inures to the benefit of Tyler and Client only and no third party shall have any rights hereunder.

    11) Multiple Originals and Authorized Signatories. This Agreement may be executed in any number of counterparts, some of which may be photocopies and all of which taken together shall constitute one and the same instrument. 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.

16. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary and Statement of Work
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Guaranteed Payment Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above.

Client

Signature: _____

Print Name: _____

Title: _____

Date: _____

Notices:

Attn:

Tyler Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attn: Chief Legal Officer

EXHIBIT A – Investment Summary

Tyler agrees to provide software and processes on behalf of Client to execute and fulfill commissary requests on behalf of Client. In order to execute these services, Tyler agrees to provide:

A. Software

1) All software updates to existing software modules and security of software;
    a. *Any new features or module upgrade requests to be billed to Client on a per hour or per project basis and determined at the time of the request.
2) Backend financial reports updated instantly;
3) Full access to all backend reports;
4) Vending management software;
5) Vending product inventory control management (as needed).
6) Order entry system (as needed).
7) Synchronization of all software with existing or new commissary and jail management systems at cost to Client to be determined at the time of request and agreed upon by both parties;
8) SSL certificates and other security measures.

B. Financial

1) All credit card processing fees;
2) Support for toll-free deposit line/system;
3) All merchant processing fees, gateway fees;
4) Refund management;
5) Processing of all chargebacks;
6) Weekly ACH transfers to designated bank accounts.

C. Other

1) Handling of customer service calls related to deposits or hardware;
2) Website synchronization;
3) Oversee all installation of hardware (prices will be presented).
4) Integration of any new software updates.
5) Service and parts for all lobby machines.
6) Video visitation services provided through Tyler Technology as needed (additional fees may apply).
7) Inmate email services (additional fees may apply to inmates).

D. Hardware and Installation Services

Tyler will provide the hardware at no cost to the Client and warrantied for the initial sixty (60) days of use.

1) See Investment Summary below.

Sales Quotation (To Be Inserted)

Exhibit B

Invoicing and Payment Policy

Invoicing & Payments.

1) Unless otherwise indicated in this Agreement or an applicable addendum or amendment hereto, transaction-based fees are invoiced on a monthly basis, in arrears.

2) One-time fees for hardware are invoiced upon delivery of the hardware.

3) Payments are due thirty (30) days from invoice date.

4) Expenses. There are no travel expenses in scope.

5) Invoice Disputes. If Client believes any delivered hardware or service does not conform to the warranties in this Agreement, you will provide Tyler with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Tyler will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

6) Hardware Return. Tyler expressly reserves the right to demand return of any hardware provided to Client or Client customer upon the termination, expiration, or nonrenewal of this Agreement or an applicable addendum. Title to such hardware remains with Tyler throughout.

EXHIBIT B
Schedule 1

GUARANTEED PAYMENT POLICY

1. SERVICES

Tyler provides credit card, debit card, and cash payments from Clients who wish to fund designated accounts.

2. POLICY

When an individual makes a payment transaction using a credit card, or debit card, and/or cash into the Tyler payment system; Tyler will authorize or decline the transaction. Upon authorization Tyler makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. Tyler will guarantee the delivery of all funds to the institution, facility, or service provider on all authorized transactions typically within seven (7) business days to allow for a fund clearing period from the merchant account processors.

3. PURPOSE

Tyler provides this guarantee benefit of a risk-free solution for these payments for our customers and partner service providers to facilitate the convenient, immediate use of these funds in order to provide better service for our customers. Tyler can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, Tyler will require some Client cooperation in our collection and recovery procedures.

4. COLLECTION & RECOVERY PROCESS

Tyler, with the cooperation of the Client or court system, will use the following collection processes:

Upon receiving a charge back from the financial institution, Tyler will:

a. At our option, Tyler can block the trust or commissary;
b. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a $25 collection or non-sufficient funds fee;
c. Only accept new funds into blocked account if depositor acknowledges that new funds will be first be used to pay off the delinquent account;
d. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor, up to and including seeking assistance from the County Attorney's office, if necessary, to collect funds in excess of $500 that are otherwise determined to be uncollectable.

Additionally, Tyler has predicated our guarantee on the basis that the Client or service provider agrees to the following support:

a. Agree to cooperate in the Tyler collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances, adhering to blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
b. On an account-by-account basis, Tyler reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method, or card.

Exhibit C
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 associated with SaaS Fee payments. For the avoidance of doubt, this SLA does not apply to any Tyler Software associated with transaction fee payments. Additionally, this SLA does not apply to any Third Party SaaS Services. 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.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

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 case number.

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 Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

IV. Maintenance Notifications

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 9 AM to 5 PM (Monday – Friday) Central. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 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. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation.

Trailhead Labs – OuterSpatial Partner End User License Agreement

1. DEFINITIONS.

1.1 "Deliverables" means, collectively, access to and use of the Platform Subscription, Support Services, Training Services and any Third Party Software.

1.2 "Order Form" means an ordering document that is executed by Licensee and Reseller, references this Agreement, and specifies the Platform Service access and/or Support Services to be provided by Provider and other related details such as, price, quantity and duration.

1.3 "Licensee" means the entity ordering Deliverables from the Provider.

1.5 "Provider" means Trailhead Labs, Inc.

1.6 "Reseller" means Tyler Technologies, Inc. or an authorized sub-reseller thereof.

1.7 "Platform Service" means Provider's OuterSpatial Platform, as identified in the Order Form, other than any Third Party Software.

1.8 "Subscription Fees" means the fees identified on the Order Form to be paid by the Licensee to Reseller for the Platform Services subscription granted in this Agreement and/or the Support Services and/or Training Services.

1.9 "Subscription Period" means the period specified in the applicable Order Form.

1.10 "Support Services" means the support services set forth in any applicable Order Form.

1.12 "Third Party Software" means any software written by a third party that is provided under separate license terms, if any.

1.13 "Training Services" means the training services set forth in any applicable Order Form.

2. PLATFORM ACCESS.

2.1 Grant. Subject to Licensee's continuing compliance with the terms and conditions of this Agreement, Provider grants Licensee a limited, personal, non-transferable, non-exclusive, non-sublicensable right to access and use the Platform Service, solely during the applicable Subscription Period, solely for Licensee's business purposes, and solely in accordance with any instructions, specifications and documentation provided from time to time by Provider and any restrictions set forth in the applicable Order Form.

2.2 Restrictions. Except as expressly authorized herein, to the maximum extent the following restrictions are permitted by applicable law, Licensee will not, (and will not permit, assist or encourage others to): (a) copy or modify the Platform Service; (b) create derivative works of the Platform Service; (c) remove or modify any notice of any patent, copyright, trademark or other proprietary rights that appear

on or in the Platform Service; (d) reverse engineer, decompile, translate, disassemble, or discover the source code of all or any portion of the Platform Service; (f) distribute, disclose, market, lease, resell, assign, loan, sublicense, rent or transfer the Platform Service to any third party; (g) merge the Platform Service into another product or service; (h) reserved (i) use any trademarks, logos, service marks, trade names of Provider's or any portion thereof, without Provider' prior written consent; (j) use the Platform Service, or any portion thereof, in a manner that does not comply with applicable law, regulations, or governmental orders. Licensee will be liable to Provider for any act or omission of any employee, contractor or user of the Platform Service to the same extent that it would have been had it committed such act or omission.

2.3 Reserved.

2.4 Third Party Software. Licensee's use of any Third Party Software is governed by the terms of the applicable third-party software license agreement and not the terms of this Agreement. Licensee will, in addition to the terms of this Agreement, comply with the terms of any such Third Party Software. Provider assumes no obligation or liability that may arise with respect to such Third Party Software or Licensee's use or inability to use the same.

3. MINIMUM SYSTEM REQUIREMENTS.

Outerspatial is a cloud-based application and is not intended to be installed on local servers. It is designed to operate within a government-approved cloud environment. No special hardware or software.

4. PROVIDER OBLIGATIONS. Upon Provider's acceptance of Licensee's order, Provider will, at its expense, make the Platform Service available for access and use by Licensee. Provider will use commercially reasonable efforts to provide to Licensee the Support Services for the current release of the Platform Service, during the applicable Subscription Term. Provider will not provide support for any modifications, alterations to or derivative works of the Platform Service made by Licensee or any third party, all of which are prohibited under the terms hereof.

5. PRIVACY. Licensee acknowledges and agrees that information collected by Provider is subject to Provider's Privacy Policy, available at https://www.outerspatial.com/privacy-policy. All authorized users of Licensee accessing or using Software will be required to accept, and are subject to, such Privacy Policy.

6. OWNERSHIP.

6.1 Ownership. All rights not expressly granted to Licensee are reserved by Provider. Provider retains ownership of the Platform Service and all software and other technology embodied in or used to provide the same and all portions thereof, including any improvements made to it, as well as all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection. Licensee acknowledges that it is acquiring only a limited right to use the Platform Service and not any title to or ownership of the Platform Service or any part thereof and that the Platform Service is proprietary to and copyrighted by Provider or its suppliers. Licensee hereby assigns to Provider all right, title and interest in and to all recommendations or ideas for improvements or enhancements to the Platform Service submitted to Provider by Licensee or its personnel and any other improvements, enhancements or derivative works for the Platform Service created by Licensee. Nothing in this Agreement shall be deemed to prohibit Provider from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

6.2 Protection. Licensee will (a) appropriately notify its employees and users of its rights and obligations hereunder; (b) maintain the confidentiality and security of the Platform Service and prevent the unauthorized access to, disclosure or use of the Platform Service; (c) immediately notify Provider upon discovering evidence of a current or threatened misuse or unauthorized access to, use or disclosure of the Platform Service (d) at Licensee's own cost, cooperate with Provider to promptly cure such unauthorized use or disclosure of the Platform Service, and (e) not upload or submit any information or other content to the Platform Service, except where Licensee has all rights, licenses and authorizations to do so, and provided that such information or content does not violation any applicable law.

7. WARRANTY; DISCLAIMER.

7.1 Limited Warranty. Provider warrants that for thirty (30) days following the Effective Date, the Platform Service will perform substantially in accordance with the accompanying documentation. Provider's warranty is conditioned upon: (a) Licensee using the Platform Service in accordance with the documentation and other instructions provided by Provider; (b) Licensee not altering or modifying the Platform Service; and (c) Licensee notifying Provider in writing of the claimed nonconformity within the thirty (30) days from the Effective date. As Provider's sole liability and Licensee's sole remedy with respect to the Platform Services non-conformance with the limited warranty set forth in this Section 7.1, Provider may at its option: (i) use reasonable efforts to correct the Platform Service to make it conform substantially with the specifications set forth in the documentation; (ii) replace the Platform Service; or (iii) require Licensee to cease all access to and use of the Platform Service, and refund the Subscription Fee payment by Licensee and terminate this Agreement. THE ABOVE WARRANTY IS ONLY APPLICABLE TO PROVIDER'S CURRENT RELEASE OF THE PLATFORM SERVICE AND NOT ANY OTHER VERSIONS (BETA OR OTHERWISE).

7.2 No Other Warranty. EXCEPT AS SET FORTH IN SECTION 7.1, PROVIDER PROVIDES THE DELIVERABLES "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ORAL OR WRITTEN) WITH RESPECT TO THE DELIVERABLES INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) OR CONDITIONS OF TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY A COURSE OF DEALING. NOT LIMITING THE FOREGOING, PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM SERVICE WILL OPERATE PROPERLY WITH ANY OTHER HARDWARE OR SOFTWARE, THAT THE DELIVERABLES WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS OR THAT OPERATION OF THE PLATFORM SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, TRAILHEAD LABS SPECIFICALLY DOES NOT REPRESENT THAT ANY INFORMATION OR CONTENT, INCLUDING ANY CONTRIBUTIONS BY PLATFORM SERVICES USERS, MAPS OR NAVIGATIONAL GUIDANCE, AVAILABLE VIA THE PLATFORM SERVICE IS ACCURATE OR COMPLETE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

8. CONFIDENTIALITY.

8.1(a) Confidentiality. "Confidential Information" means all technical, business, financial and other information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the "Discloser") to the other Party (the "Recipient") concerning or related to this Agreement or the Discloser (whether before, on or after the Effective Date) that is clearly identified as Confidential Information at time of disclosure or is disclosed under circumstances that would lead a reasonable person to understand that such information is confidential. The Platform Service and Provider's information related thereto, is the Confidential Information of Provider. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of the Recipient; (ii) the Recipient can reasonably demonstrate was in its possession prior to first receiving it from the Discloser; (iii) the Recipient can demonstrate was developed by the Recipient independently and without use of or reference to the Discloser's Confidential Information; and (iv) the Recipient receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

8.2(b) The Recipient will maintain in confidence the Confidential Information of the Discloser and will not use such Confidential Information except in connection with the exercise of their rights and obligations under this Agreement. The Recipient will use the same degree of care in protecting the Discloser's Confidential Information as the Recipient uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. In addition, the Recipient: (i) will not reproduce Confidential Information disclosed by the Discloser, in any form, except as required to accomplish the Recipient's obligations under this Agreement; and (ii) will only disclose Confidential Information received from the Discloser to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and only if such directors, officers, employees and/or consultants have executed a non-disclosure agreement with the Recipient with terms no less restrictive than the non-disclosure obligations contained in this Section 8 or, in the case of attorneys or other professional advisors, are bound by professional obligations of confidentiality. The Recipient, is liable to the Discloser, to the same extent, for any use or disclosure of the Discloser's Confidential Information by its employees, contractors or agents to the same extent it would have liability had it made such use or disclosure.

8.3(c) Any disclosure made pursuant to a judicial, legislative or administrative order or proceeding will not be in breach of the obligations of this Section 8, if to the extent permitted by law, the Recipient provides the Discloser with prior notice of the intended disclosure and cooperates with the Discloser to obtain confidential treatment for such disclosure. The Recipient will promptly return or destroy the Confidential Information of Discloser upon Discloser's written request.

8.4(d) In the event of any actual or threatened breach of the obligations of this Section 8 by Recipient, Discloser will be entitled to obtain injunctive and all other appropriate relief from any court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security (unless such bond or security is otherwise required by law, in which event, Recipient hereby agrees that a $5,000 US bond will be sufficient).

9. **Reserved**

10. INDEMNIFICATION.

10.1 Provider's Indemnification Obligations. Provider will defend Licensee against any third party claim, action, proceeding or suit ("Claim"), that the Platform Service infringes or misappropriates the intellectual property rights of such third party and will pay for the resulting costs and damages finally awarded against Licensee to such third party by a court of competent jurisdiction or agreed to in settlement by Provider provided that Licensee: (a) gives Provider prompt notice of the Claim; (b) grants Provider sole control of the defense and settlement of the Claim (except that Licensee's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to Licensee); and (c) provides reasonable cooperation to Provider and, at Provider's request and expense, assistance in the defense or settlement of the Claim. Provider will only defend Licensee and pay for the resulting costs and damages finally awarded against Licensee while this Agreement remains in effect. Provider may also, at Provider's option and at Provider's expense: (i) obtain the right for Licensee to continue to exercise the use rights granted to Licensee under this Agreement; (ii) modify the Platform Service to make it non-infringing; or (iii) terminate this Agreement and refund any unused fees paid by Licensee. Provider's indemnification obligations do not extend to Claims arising from or relating to: (1) any use of the Platform Service in combination with any equipment, software, data, content, or any other materials; (2) any modification to the Platform Service not made by Provider; (3) the use of the Platform Service in a manner contrary to the terms of this Agreement; or (4) the continued use of the Platform Service after Provider has provided substantially equivalent non-infringing product.

10.2 Licensee's Indemnification Obligations. Licensee will indemnify, defend and hold Provider and its directors, officers, employees, suppliers, consultants, contractors, and agents ("Provider Indemnitees") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any claim (including third-party claims), suit, action, or proceeding against any Provider Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to: (a) any breach of this Agreement by Licensee; (b) the negligence or willful misconduct of Licensee; or (c) the data and information used or submitted by or for Licensee in connection with or generated by the use of the Platform Service, by any internal or external user.

11. TERM; TERMINATION.

11.1 Term. Unless earlier terminated as provided in this Agreement, this Agreement will continue in effect until all of the underlying Order Form(s) have expired in accordance with the terms of such Order Form(s) (the Initial Term, Renewal Term and such period of time until all or the underlying Order Forms have expired, is collectively referred to as, the "Term").

11.2 Termination. Either Party may terminate this Agreement for cause: (i) if the other Party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other Party terminates its business activities or becomes insolvent, admits in writing its inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

11.3 Effects of Termination; Survival. Provider will have no other liability arising out of the termination or cancellation of this Agreement. Upon expiration or termination of this Agreement for any reason, Licensee will promptly return all copies and embodiments of the Software and certify in writing that no copies remain in Licensee's possession or control. Sections 2.2, 5, 6, 7.2, 8, 10 (pursuant to its terms), 11.3 and 12 will survive the expiration or termination of this Agreement.

12. MISCELLANEOUS**.**

12.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements, proposals, understandings and contemporaneous communications. Not limiting the foregoing, for purposes of clarity, the confidentiality provisions of Section 8 will supersede any prior confidentiality agreement executed by the Parties and will apply to any information exchanged prior to the Effective Date.

12.2 Cumulative rights.: Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

12.3 Notice. Any notice required or permitted under this Agreement must be in writing and delivered to the addresses designated by the Parties by: (a) hand delivery in person; (b) electronic mail; (c) registered or certified mail, postage prepaid; or (d) national overnight courier. All notices are deemed to have been duly given: (i) when delivered in person; (ii) when transmitted by electronic mail, if followed by transmittal by national overnight courier for delivery on the next business day; (iii) upon receipt after dispatch by registered or certified mail, postage prepaid; or (iv) on the next business day if transmitted by national overnight courier (with confirmation of delivery).

12.4 Publicity. Upon receiving written approval by the Licensee, Provider may include Licensee's name and logo on Provider's web site and public customer lists; publication of a press release describing Licensee's election to use the Platform Service; publication of a written or video success story, describing Licensee's use of the Platform Service.

12.5 Relationship. There is no joint venture, partnership, agency or fiduciary relationship existing between the Parties and the Parties do not intend to create any such relationship by this Agreement.

12.6 Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including war, fires, floods, accident, earthquakes, inclement weather, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar occurrences beyond the reasonable control of the Party causing default or delay in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within two (2) business days of its occurrence. Should a Party experience a force majeure event, it shall take reasonable measures to mitigate any impact that such event has on its performance of this Agreement and shall take all reasonable steps to perform despite such event.

12.7 Governing Law; Arbitration. This Agreement will be governed in accordance with the laws of the State the domicile of the Licensee, without reference to conflict of laws principles.

12.8 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Licensee, by operation of law or otherwise, without the prior written consent of Provider, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Provider may assign this Agreement without restriction.

12.9 Severability. If any provision (or any part thereof) is unenforceable under, or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.

12.10 Waiver. Failure by either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. All waivers under this Agreement must be in writing.

12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. The execution of this Agreement may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such party's or person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such party or person.

Attachment 3
Privacy and Security Terms

1. Privacy; Security.

a. General. Partner will implement and maintain a comprehensive written information security and privacy program which contains appropriate administrative, technical and organizational safeguards, including privacy and security training, that protect confidential and proprietary information in accordance with industry standards.

b. Security Incident and Breach Response. Partner will implement and maintain a comprehensive written security incident response plan which contains appropriate protocols to identify, protect, detect, respond and recover from a security breach or other security incident.
   - Security Breach. In the event of a breach or breach of security (as that or a similar term is defined in applicable law) involving Tyler's or a Tyler client's personally identifiable information ("PII") (as that term is defined in applicable law) in Partner's possession or control, Partner shall notify Tyler within forty-eight (48) hours of becoming aware of the breach and in no event any later than the timeframe set forth in applicable law, if any.
   - Security Incident. In the event of a security incident involving unauthorized access to Tyler's confidential or proprietary information in Partner's possession or control, Partner shall notify Tyler promptly and without undue delay in accordance with industry standards.

c. In the event of a security breach or other security incident (as described above) affecting Tyler or Tyler's client(s):
   - Partner shall not publicly disclose any details without Tyler's written consent, except as otherwise required by applicable law.
   - Partner shall provide detailed information, including, but not limited to logs, sufficient for Tyler to be able to perform an independent review. Partner agrees to (i) provide Tyler with the written report including (a) a summary of the issue; (b) what containment measures were taken; (c) provide details about an investigation; (2) use commercially reasonable efforts to mitigate the effect of a security breach; and (3) use commercially reasonable efforts to communicate and cooperate with us.

d. Vulnerability Management. Partner shall conduct annual independent penetration testing as well as periodic vulnerability scanning on its production network and web application. Upon request, the results of penetration tests and vulnerability scans will be provided to Tyler within a reasonable timeframe. All such tests and scans shall be considered the Confidential Information of Partner.

e. Communications Security. Partner will deploy multiple layers of defense between networks containing the Partner services or network components to monitor malicious activity in the network and to log and block any such activity in accordance with the Common Vulnerability Scoring System (CVSS).

f. Application Security. Partner will restrict access to only authenticated and authorized users to view, create, modify, or delete Tyler's or Tyler's client's information. Partner

shall adhere to secure coding standards such as SANS Top 25 Software Errors and OWASP Top 10.

g. Data Security. Partner shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Tyler information and implement industry best practices for data loss prevention to identify, monitor and protect Company data in use, in transit and at rest.

h. Physical Security. Partner shall ensure that all locations from which Partner's services are performed are secure facilities owned, operated, or contracted for by Partner ("Location"). If the Location changes during the term of the Agreement, Partner shall notify Tyler within a reasonable timeframe. Partner shall not store Tyler's or a Tyler client's data outside of the United States without express written permission. If Partner disposes of a system or physical media requiring disposal of Tyler confidential proprietary information or PII, Partner shall provide a receipt certifying destruction.

i. Security Logging. Partner shall have a dedicated team to (i) monitor all network activity daily to observe unusual activity and (ii) maintain, for a period of at least one year a detailed log files concerning all activity on Partner's systems. Partner shall make these logs available to Tyler in the event of a security breach or security incident. Any such provided logs will be considered Partner's Confidential Information.

j. Privacy. Neither Party will retain, use, or disclose PII of any of the other Party's customers or employees for any purpose other than as required for the specific purpose of performing under this Agreement, and to detect security incidents and protect against illegal activity. Neither Party will sell PII to any third party. If applicable, the parties will negotiate and enter into a mutually acceptable form of Data Protection Agreement.

Agents of Discovery Inc. Platform Terms of Service
Effective Date: March 21, 2023

1. INTRODUCTION

Welcome to the Agents of Discovery Inc. Platform Terms of Service. This platform allows partners to create, manage, and publish location-based games (called "**Missions**") in locations such as: schools or higher education (called "**Formal Education**"); parks, nature centres, and similar locations (called "**Informal Education**"); and retail outlets, business organisations, and other similar locations (called "**For-profit and Nonprofit entities**"). These definitions will hereinafter be referred to as "**Partners**".

Partners use our content creation tool (called the "**Mission Maker**") to publish to the Agents of Discovery Inc. mobile application (called the "**Mobile App**") - these are collectively referred to as the "**Platform**". Together, we are encouraging people of all ages across the globe to get active and engaged while discovering the world around them. We thank you for joining the Move to Play & Learn movement.

First, we want to go over the terms and conditions governing your use of the Mission Maker and Mobile App (the "**Terms of Service**"). By using the Platform you are agreeing to be bound by the Terms of Service. It is important you take the time to read the Terms of Service so you understand your obligations and responsibilities when using the Mission Maker and publishing to the Mobile App. Use of the Mission Maker and the Mobile App is also governed by Agents of Discovery Inc.'s Platform Privacy Policy and other relevant policies.

2. LICENCE

Agents of Discovery Inc. grants you a personal, limited, non-exclusive, non-commercial, and non-transferable licence to access and use the Platform only as expressly permitted under these Terms of Service. Any violation by you of the Terms of Service may give rise to immediate termination of your right to use the Platform, or other measures set out (but not limited to those) in Section 7 of the Terms of Service. Any use of the Platform other than as specifically authorised in the Terms of Service, without our prior written permission, is strictly prohibited and will terminate the licence granted herein.

3. RELIABILITY, AVAILABILITY AND SERVICEABILITY

Agents of Discovery Inc. will undertake commercially reasonable efforts to update and support the Platform so that the user experience can be enjoyed as intended. However, Agents of Discovery Inc. cannot and does not guarantee that the Platform will be 100% available, nor that third party or other events beyond its reasonable control will not impact the use of the Platform. In that regard, reasonable notice of planned service outages or planned upgrades may be expected.

4. ACCOUNT GUIDELINES

You are responsible for your login credentials and maintaining the security of your account. You are also responsible for all content posted or associated with your login credentials, so you should keep your password secure and not share your login credentials with other persons.

You are responsible for ensuring that your organisation has the system and support requirements to operate the Mission Maker. You also accept that users of the Mobile App will experience the Mobile App to the extent that their devices will and can allow, and that said devices have the capabilities to operate, manage, and use the Mobile App.

Use of the Platform is limited to the licence term purchased. Any associated accounts, Missions, and/or Challenges will be disabled at the end of such period.

5. SAFE AND APPROPRIATE USE

While you are using the Mobile App, please be aware of your surroundings, and play and communicate safely. You agree that your use of the Mobile App is completely at your own risk, that you will not use the Mobile App to violate any applicable law or regulation, and that you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Mobile App you will not make available any unlawful or inappropriate content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate content.

You agree Agents of Discovery Inc. does not intend the Mobile App to be a medical or health device, or provide medical or health advice.

6. MISSION MANAGERS

You agree to act as a Mission Manager for your organisation, and you warrant that you are at or over the age of majority in your state, province, and/or territory, and country. This means that you are responsible for:

- Creating and managing Content Creator accounts for other members of your organisation (which may include, but is not limited to: staff, students, Children, or volunteers); and,
- Reviewing and approving content that wholly adheres to the Content Responsibilities subsection of this document before it is shared in the Mission Maker or published to the Mobile App.

As a Mission Manager, you are responsible for creating and managing Content Creator accounts for other members of your organisation. You are also responsible for keeping their account information secure.

You may not create a Content Creator account for a Child, unless you are in an in loco parentis (i.e., acting as a parent or legal guardian) position of management or administration in an educational setting.

A "Child" or “Children” refers to a person or person(s) who are under 13 years old.

As a Mission Manager in an informal education sector where the Child is not under your purview, you may not create a Content Creator account for any Child.

7. CONTENT CREATORS

As a Content Creator, any content that you create, post, or publish to the Mission Maker or Mobile App must adhere to the Content Responsibilities subsection of this agreement.

8. CONTENT RESPONSIBILITIES

Partners and players are entirely responsible for the content that they create, post, submit, approve, and/or publish to either the Mission Maker or Mobile App. Agents of Discovery Inc. does not pre-screen content prior to it being created, posted, approved or published to the Mission Maker or the Mobile App. Partners and players must not create, post, submit, approve or publish content (called the "**Prohibited Content**") that is:

- Inappropriate for children or persons under the age of majority;
- Sexist, racist, hateful, violent, obscene, defamatory, or otherwise harmful to any person or group (including content that may be considered harassment, bullying, sexual, relating in any way to terrorism, or threatening in nature);
- Physically or psychologically endangering users of the Platform;
- Lacking reasonable sensitivity towards a natural disaster, atrocity, conflict, death, or other tragic event;
- Impersonating another person, group, brand, or organisation;
- Containing any information that is not true, accurate, complete and is misleading;
- Containing any viruses, bugs, worms, defects, Trojan horses, other items of a destructive nature or other elements that could impair, slow down or otherwise cause damage to the Platform or any third parties;
- Containing commercial messages or URLs;
- In violation of privacy laws, including but not limited to, the Children's Online Privacy Protection Act and General Data Protection Regulation; or,
- In violation of any law, including but not limited to, trademark, copyright, and intellectual property law (see Trademark, Copyright & Intellectual Property Law Compliance below) associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

Please contact an Agents of Discovery Inc. representative at legal@agentsofdiscovery.com if you find any Missions that may be violating the above policies.

You expressly agree that Agents of Discovery Inc. shall not bear any legal liability, express or implied, in relation to any Prohibited Content. In case of a claim by a third party, you agree to indemnify Agents of Discovery Inc. against any and all claims and costs concerning Prohibited Content created, posted, approved, or published to the Mission Maker or the Mobile App.

9. TRADEMARK, COPYRIGHT, & INTELLECTUAL PROPERTY LAW COMPLIANCE

You are responsible for ensuring the content you create, post, approve or publish to the Mission Maker or the Mobile App does not infringe on any copyright laws or any other person's intellectual or property rights. This responsibility includes the following requirements:

- You are wholly responsible for properly providing attribution to the author in the Image Attribution field of the Mission Maker if you are using photos under a Creative Commons licence, and ensuring proper attribution information is provided in content you approve in the Mission Maker;
- You are responsible for ensuring that you are not uploading images or text under copyright, and that you are not approving images or text under copyright, unless you have the express written permission of the copyright holder for your use of said photo or text; and,
- You are responsible for ensuring any person depicted in a photograph you are uploading, approving, or sharing has given you express written permission to use his or her likeness in said photo for your use purposes. If the person depicted is under 18 years of age, you are responsible for securing the express written permission of the minor's parent or legal guardian to use the minor's likeness in the photo for your use purposes.

By creating, posting, approving or publishing content to the Mission Maker or the Mobile App, you are warranting that you have the legal permission to use said content. If you choose to approve content for sharing or share content in the Mission Maker and the Mobile App with other users, you are warranting that you have the legal permission to share said content for use by other users of the Mission Maker and the Mobile App.

You understand that Agents of Discovery Inc. does not pre-screen content prior to it being uploaded to the Mission Maker, shared in the Mission Maker, or published to the Mobile App. In case of a claim by a third party, you agree to indemnify Agents of Discovery Inc. against any and all claims and costs concerning the content posted to the Mission Maker, shared in the Mission Maker, published to the Mobile App, and the use of the Mobile App.

10. NON-COMPLIANCE

Non-compliance with the Terms of Service may result in:

- Complete deletion of your content from the Mission Maker and the Mobile App;
- Full and complete termination of your access and use of the Mission Maker and the Mobile App; and/or,
- Legal action, including the requirement to indemnify Agents of Discovery Inc. against all claims concerning your violation of the Terms of Service and provide an indemnity to, and reimbursement for, Agents of Discovery Inc. for any and all costs incurred in enforcing the Terms of Service against such non-compliance.

11. OWNERSHIP OF CONTENT - GENERAL

Agents of Discovery Inc. claims no intellectual property rights over the content shared, submitted, created, posted, approved, or published to the Mission Maker or Mobile App, except the limited right to use your content for educational or promotional purposes (e.g. using a screenshot of your Mission in a presentation at a conference or a webinar and, in the case of the former, having conference attendees play your Mission).

If you choose to approve Content Creators' content for sharing or share your content with other Mission Maker users, you are agreeing to allow other Mission Maker users to view and further share your content within the Platform.

All other copyright, trademarks, and intellectual property rights in and relating to the Mission Maker and Mobile App belong to Agents of Discovery Inc. You may not duplicate, copy, or reuse any portion of the source code, visual design elements, or any other intellectual property concepts without express written permission from Agents of Discovery Inc. You may not reverse engineer or create any derivative work from the Mission Maker or Mobile App without the express written permission of Agents of Discovery Inc.

12. OWNERSHIP OF CONTENT - CUSTOMISED

Customised content purchased by you or your organisation from Agents of Discovery Inc. remains under the ownership of Agents of Discovery Inc. and is licensed to the purchaser to use in the Mission Maker, the Mobile App, and in any promotional or educational materials you may produce.

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13. OWNERSHIP OF CONTENT - PRIVATE COLLECTIONS

Content prepared by you or your organisation remains under your ownership and Agents of Discovery Inc. is granted a right of limited use of such material solely for use in the Mission Maker, the Mobile App, and in any promotional or educational materials.

Upon termination of your organisation's licence to use the Mission Maker, the content of any owned private collections will be destroyed upon request. Agents of Discovery Inc. reserves the right to remove a private collection at any time after a licence subscription has ended and/or retain any public domain content that has been shared to public Agents of Discovery Inc. collections.

14. OWNERSHIP OF CONTENT - GEOFENCED REGIONS

Agents of Discovery Inc. reserves the right to modify geofenced regions added to the Platform. Persons, businesses, or other entities within any geofenced boundaries added to the Platform may at any time request to have their location and/or property boundaries removed from the Platform.

15. FEEDBACK AND SUGGESTIONS

You may choose to submit comments, bug reports, ideas or other feedback about the Mission Maker and/or the Mobile App, including without limitation about how to improve the Mission Maker and/or the Mobile App (collectively, "**Feedback**"). By sending any Feedback, you agree that we are free to use and distribute such Feedback to third parties at our discretion and without any compensation to you, whether on a non-confidential basis or otherwise. You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.

16. TERMS OF SERVICE MAY CHANGE

Please note that Agents of Discovery Inc. may change the Platform Terms of Service from time to time. This may include changing or removing any of the terms and conditions of, or adding new terms or conditions to, these Terms of Service. In the event of a change, we will inform you of such a change by displaying a notice of changes upon your access to the Mission Maker. The notice will refer you to the most current version of the Terms of Service, and you will be required to agree to such changes in order to continue using the Platform. You can also request the most current version of any Agents of Discovery Inc. Terms of Service at any time by emailing legal@agentsofdiscovery.com.

Furthermore, any new features that change or enhance the Mission Maker and/or Mobile App, including the release of new tools and resources, will be subject to the most current version of the Platform Terms of Service.

17. PRIVACY STATEMENT

By agreeing to this Platform Terms of Service, you agree to our collection and use of information as outlined below. Agents of Discovery Inc. is committed to your right to privacy. Agents of Discovery Inc. collects information from your use of the Mission Maker and Mobile App, including:

- Any information you give us when interacting with the Mission Maker, the Mobile App or in any other way;
- Any information we automatically receive and collect from your web browser or device to support your use of the Mission Maker and the Mobile App; and,
- Cookies and other types of data collection technologies for different purposes, including recognising users (note that you can disable cookies from your web browser at any time).

Please see our Platform Privacy Policy for the full statement on what information is collected and/or used by Agents of Discovery Inc.

18. USE OF INFORMATION YOU GIVE US

Agents of Discovery Inc. will use your information you give us in connection with your use of the Mission Maker and the Mobile App, which may include (but is not limited to) your name, job title, organisation name, mailing address, email address, phone number, username, age, grade, or other information unique to you:

- For the purposes for which you gave it to us, such as account registration and activation;
- To communicate with you about new features, announcements, products, and services;
- To verify your identity;
- To provide customer service and review issues with your account;
- To allow you to share your experiences using our services and your content created with our services with others;
- To update you on changes to our services, Privacy Policy, Terms of Service, and other administrative communications;
- To authorise payment, whether through secure third party credit card processing gateways or through other payment methods;
- To provide feedback to Partners regarding their Missions' success;
- To improve our products, services, and business processes; and,
- To customise content available through our services.

19. DISCLOSURE OF INFORMATION

Agents of Discovery Inc. avoids sharing personal information where possible. Agents of Discovery Inc. may disclose what organisations are users of the Mission Maker for marketing, educational, or promotional purposes. Your Mission information may appear on our website to promote your Mission and for marketing, educational, or promotional purposes. Agents of Discovery Inc. may provide access to your personal information in case of illegal use, when Agents of Discovery Inc. receives orders from legal authorities or to protect our rights.

Any sharing of your personal information is carried out as expressly set out in our Privacy Policy. Agents of Discovery Inc. may share player usernames and Mission progress with Partners in formal and informal education areas for the purposes of evaluating educational value and improving educational Mission outreach on the Platform. Aggregate Mission progress is also provided to all Partners for the purpose of providing feedback regarding a Mission's success.

Additionally, some Missions may involve 'Photo Player Response' or 'Text Player Response' Challenges in which the player must submit a response in the form of text or a photo taken with their device's camera. The submitted data from these Challenges will be available to the Mission's Partners if the user is logged into an account.

20. SECURITY

Agents of Discovery Inc. strives to utilise best practices in all areas of data security and ensures that steps are taken to keep your data safe while the data is in transit and/or at rest. We employ physical, electronic, and procedural safeguards to ensure the security and safety of your data that we collect, process and maintain. However, please be informed that despite all the safeguards, no security or other safeguards can prevent all security breaches. Consequently, we cannot fully guarantee the security and safety of any personal information that you transfer to us.

21. RIGHT TO BE FORGOTTEN

You may request complete removal of your personal information and data at any time by emailing legal@agentsofdiscovery.com. However, your experience with core functions of the Mission Maker or the Agents of Discovery Inc. Mobile App may be compromised or detrimentally affected if a data removal process is undertaken.

22. SUBMISSION TO JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and applicable laws of Canada without reference to conflict of laws rules which might refer any matter to the laws of another jurisdiction. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta.

23. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Agents of Discovery Inc., its parents, subsidiaries, and affiliates, and each of their respective officers, directors, attorneys and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms of Service or arising out of a breach of your obligations, representation and warranties under these Terms of Service. You agree to indemnify, defend, protect and hold harmless Agents of Discovery Inc. from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to: (1) your breach of any terms of this Agreement, (2) the determination by a jurisdiction that you have improperly utilised the services of Agents of Discovery to violate the laws and regulations of the jurisdiction; (3) your use of the Platform or the Mobile App or your failure to pay any sums due to Agents of Discovery or any local government; or (4) your supplying inaccurate, out of date, erroneous, misleading, or otherwise incorrect information as well as any action taken by you as a direct or indirect use of the App and/or which result from the information displayed by the Platform or the Mobile App.

You shall indemnify, defend and hold harmless Agents of Discovery Inc. and affiliates and their respective officers, employees and agents, and each of Agents of Discovery Inc.'s software, app and/or application partners, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Platform or Mobile App or your violation of the Terms of Service.

You agree to indemnify and defend Agents of Discovery Inc. and its affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) the use of the Platform or Mobile App by you; (b) the violation of these Terms of Service by you or anyone using your account; or (c) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. Agents of Discovery Inc. reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. If we do assume the defence of such a matter, you will reasonably cooperate with Agents of Discovery Inc. in such defence.

You agree to defend, indemnify and hold Agents of Discovery Inc. harmless from and against any and all claims, damages, costs, and expenses, including attorneys’ fees, arising from or in any way related to your failure to comply with these Terms of Service or use of the Platform or Mobile App.

You understand and agree that Agents of Discovery Inc.is not an insurer and no insurance coverage is offered herein. Agents of Discovery Inc. is not assuming liability and therefore shall not be liable to you for any loss or injury sustained by you as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by Agents of Discovery Inc.'s negligent (including gross negligence) performance to any degree or failure to perform any obligation or strict products liability. You release Agents of Discovery Inc. from any claims for contribution, indemnity or subrogation.

If anyone other than you, including your insurance, asks Agents of Discovery Inc. or representatives to pay for any loss, damage, cost or expense (including economic losses, property damage, personal injury, or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including (1) the active or passive, sole, joint or several negligence of any kind or degree of Agents of Discovery Inc. or any of its representatives, (2) the improper operation of the Platform or Mobile App, (3) a breach of contract, or (4) any claims for subrogation, indemnification or contribution, you agree to defend, indemnify and hold Agents of Discovery Inc. or its representatives harmless (without any condition that Agents of Discovery Inc. or representatives first pay) from any and all such loss, damage, cost and expense, including attorneys' fees, which may be asserted against or incurred by Agents of Discovery Inc. or any of the representatives in connection with any and all such claims to the fullest extent permitted by applicable law. Your duty to indemnify, including the cost and duty to defend and hold Agents of Discovery Inc. and its representatives harmless shall include all of the Agents of Discovery Inc.'s personnel-related costs, overhead, experts' fees, actual attorneys' fees, court costs and all related expenses, including all fees and costs incurred to enforce and establish rights under this indemnification provision.

24. WAIVER

Our failure to insist upon or enforce any provision of these Terms of Service shall not be construed as a waiver of any provision or right of Agents of Discovery Inc. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of the right of such party to assert or rely upon such provision or right in any other instance.

Any waiver of any breach of this Agreement, by you or Agents of Discovery Inc., shall not be construed as a waiver of any subsequent breach. Your rights and Agents of Discovery Inc.’s rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

You release, waive, discharge and promise not to sue or bring any claim of any type against Agents of Discovery Inc. for loss, damage or injury relating in any way to services provided by Agents of Discovery Inc.

25. LIMITATIONS ON LIABILITY

To the maximum extent permitted by applicable law, the Platform and Mobile App is provided to you and

used by you on an "as is" and "as available" basis without warranty or condition of any kind, express or implied. Agents of Discovery Inc. hereby disclaims all warranties and conditions with respect to the Platform and the Mobile App, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, and absence of errors, bugs, viruses, and/or mechanisms which may disable, damage or interfere with computer systems or networks.

You acknowledge that your use is at your sole risk and that Agents of Discovery Inc. shall not be liable for any damages of any kind related to your use of the Platform or Mobile App. Agents of Discovery Inc. makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Platform or Mobile App or data therein for any purpose.

In no event will Agents of Discovery Inc. be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with this site, any content on or accessed through this site or any site service linked to, or any copying, displaying, or use thereof.

This disclaimer of liability applies to any damages or injuries caused by the Platform or Mobile App, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on the Platform or Mobile App; or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Agents of Discovery Inc. does not warrant or guarantee that access to the Platform or Mobile App will be uninterrupted or error-free.

Agents of Discovery Inc., its officers, employees, representatives, agents, attorneys, or directors on no occasion will be held liable for and indirect, consequential, incidental, or punitive damages in the event not limited to loss in profits or loss of data. Whatever the reason resulting in any claim may be, such as but not limited to personal injury, negligence, breach of contract, whether or not we were advised of the possibility of such damages at any time.

Agents of Discovery Inc. does not accept any responsibility or liability for your safety, including but not limited to: negligence or failure to act in a safe manner, personal injury, death or other consequences suffered by you or any third parties.

You acknowledge and agree that, to the fullest extent permitted by applicable law, regardless of the form of action, whether in contract, tort (including negligence) or otherwise, in no event will Agents of Discovery Inc. or its affiliates, including, without limitation, their respective officers, directors, employees, successors and assigns, be liable to you or any other party for any direct or indirect loss, damage, cost, expense or liability of any kind arising in any way out of or in connection with the availability, use, accuracy, reliance on, or inability to use the Platform or Mobile App.

26. LIQUIDATED DAMAGES

Agents of Discovery Inc.'s liability to you shall be limited to any payments made by you to Agents of Discovery Inc. or $500, whichever is greater. This agreed-upon amount is not a penalty. Rather, it is your sole remedy alternatively to termination of service alone. The provisions of this paragraph apply no matter how the loss, damage, injury or other consequence occurs, even if due to the performance or non-performance by Agents of Discovery Inc. of its obligations under this Agreement or from negligence (active or otherwise), strict liability, violation of any applicable law or any other theory of liability or alleged fault on the part of Agents of Discovery Inc., its agents or its employees.

If you are dissatisfied with any portion of the Platform or Mobile App, or with any of these terms and conditions, your sole and exclusive remedy, unless liquidated damages above are lawfully awarded, is to discontinue using the Platform or Mobile App.

27. FORCE MAJEURE

You understand that the technical processing, functioning and transmission of the Platform or Mobile App may involve (i) transmissions over various networks; and (ii) changes to content to conform and adapt to technical requirements of connecting networks or devices. Agents of Discovery Inc. assumes no responsibility for the deletion or failure to store content or other information. Agents of Discovery Inc. accepts no responsibility or liability for any interruption or delay of any service. Due to the potential for service interruption or outages on phone lines, internet service or mobile phone systems or other communication systems, none of which are within the control of the Agents of Discovery Inc., your connection to the Platform or Mobile App is not guaranteed. Users who use cable or Voice over Internet Protocol (VOIP) for their service are subject to additional consistency and reliability issues. Agents of Discovery Inc. is not responsible for, and shall have no liability with respect to, service interruption, outages or failure of customer's telephone service.

To the extent Agents of Discovery Inc. may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Agents of Discovery Inc.'s liability will be the minimum permitted under such law. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

We shall not have any liability to you as a result of our delay or failure to perform our obligations under this Agreement as a result of reasons beyond our reasonable control including but not being limited to acts of God, war, riot, flood, earthquake, epidemics or pandemics, actual or threatened terrorism, power failures, equipment failure, communications interruptions, fire, labour disputes, subcontractor or supplier delays or failures, strikes, utility failures, civil commotion, malicious damage, explosion, governmental actions, financial constraints and any other similar events.

28. TERMINATION

This Agreement is for an indefinite period of time and may be terminated by either party for any reason or no reason at all. Agents of Discovery Inc. reserves the right to suspend access to the Platform or Mobile App at any time for any reason.

If you no longer accept these Terms of Service, or any future modification to these Terms of Service, you must cease using the Platform and Mobile App. Continued use of the Platform or Mobile App indicates your continued acceptance of these Terms of Service.

29. SEVERABILITY

If any provision of this Agreement is unenforceable, it shall not affect the enforceability of the remaining provisions of this Agreement.

If for any reason a court of competent jurisdiction finds any provision of these Terms of Service, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms of Service, and the remainder of these Terms of Service shall continue in full force and effect.

Following termination of these Terms of Service, limitations on Agents of Discovery Inc.'s liability and indemnification by you shall survive termination and continue to apply.

30. CONTACT US

If you have any questions, we would be happy to answer them. Do not hesitate to contact us for any inquiries you might have through the following contact details:

Email: legal@agentsofdiscovery.com
Address: 201-2040 Springfield Road, Kelowna, BC, Canada, V1Y 9N7
Phone: 1-855-564-7328

Agents of Discovery Inc. Mobile App Terms of Service
Effective Date: March 21, 2023

1. INTRODUCTION

Welcome to the Agents of Discovery Inc. Mobile App Terms of Service. This platform allows partners to create, manage, and publish location-based games (called "**Missions**") in locations such as: schools or higher education (called "**Formal Education**"); parks, nature centres, and similar locations (called "**Informal Education**"); and retail outlets, business organisations, and other similar locations (called "**For-profit and Nonprofit entities**"). These definitions will hereinafter be referred to as "**Partners**".

Partners use our content creation tool (called the "**Mission Maker**") to publish to the Agents of Discovery Inc. mobile application (called the "**Mobile App**") - these are collectively referred to as the "**Platform**". Together, we are encouraging people of all ages across the globe to get active and engaged while discovering the world around them. We thank you for joining the Move to Play & Learn movement.

First, we want to go over the terms and conditions governing your use of the Mobile App (the "**Terms of Service**"). By using the Mobile App, you are agreeing to be bound by the Terms of Service. It is important you take the time to read the Terms of Service so you understand your obligations and responsibilities when using the Mobile App. Use of the Mobile App is also governed by Agents of Discovery Inc.'s Mobile App Privacy Policy and other relevant policies.

2. LICENCE

Agents of Discovery Inc. grants you a personal, limited, non-exclusive, non-commercial, and non-transferable licence to access and use the Mobile App only as expressly permitted under these Terms of Service. Any violation by you of the Terms of Service may give rise to immediate termination of your right to use the Mobile App, or other measures set out (but not limited to those) in Section 7 of the Terms of Service. Any use of the Mobile App other than as specifically authorised in the Terms of Service, without our prior written permission, is strictly prohibited and will terminate the licence granted herein.

3. RELIABILITY, AVAILABILITY AND SERVICEABILITY

Agents of Discovery Inc. will undertake commercially reasonable efforts to update and support the Platform so that the user experience can be enjoyed as intended. However, Agents of Discovery Inc. cannot and does not guarantee that the Platform will be 100% available, nor that third party or other events beyond its reasonable control will not impact the use of the Platform. In that regard, reasonable notice of planned service outages or planned upgrades can be expected.

4. ACCOUNT GUIDELINES

You are responsible for your login credentials and maintaining the security of your account. You are also responsible for all content posted or associated with your login credentials, so you should keep your password secure and not share your login credentials with other persons.

You are responsible for ensuring that your device has the system requirements to operate the Mobile App. You also accept that your experience of the Mobile App is limited to the extent that your device allows, and that said device has the capabilities to operate, manage, and use the Mobile App.

5. SAFE AND APPROPRIATE USE

While you are using the Mobile App, please be aware of your surroundings, and play and communicate safely. You agree that your use of the Mobile App is completely at your own risk, that you will not use the Mobile App to violate any applicable law or regulation, and that you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Mobile App you will not make available any unlawful or inappropriate content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate content.

Agents of Discovery Inc. does not intend the Mobile App to be a medical or health device, or provide medical or health advice.

6. CONTENT RESPONSIBILITIES

Partners and players are entirely responsible for the content that they create, post, submit, approve, and/or publish to either the Mission Maker or Mobile App. Agents of Discovery Inc. does not pre-screen content prior to it being created, posted, approved or published to the Mission Maker or the Mobile App. Partners and players must not create, post, submit, approve or publish content (called the "**Prohibited Content**") that is:

- Inappropriate for children or persons under the age of majority;
- Sexist, racist, hateful, violent, obscene, defamatory, or otherwise harmful to any person or group (including content that may be considered harassment, bullying, sexual, relating in any way to terrorism, or threatening in nature);
- Physically or psychologically endangering users of the Platform;
- Lacking reasonable sensitivity towards a natural disaster, atrocity, conflict, death, or other tragic event;
- Impersonating another person, group, brand, or organisation;
- Containing any information that is not true, accurate, complete and is misleading;
- Containing any viruses, bugs, worms, defects, Trojan horses, other items of a destructive nature or other elements that could impair, slow down or otherwise cause damage to the Platform or any third parties;
- Containing commercial messages or URLs;
- In violation of privacy laws, including but not limited to, the Children's Online Privacy Protection Act (COPPA) and General Data Protection Regulation (GDPR); or,
- In violation of any law, including but not limited to, trademark, copyright, and intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

Please contact an Agents of Discovery Inc. representative at legal@agentsofdiscovery.com if you find any Missions that may be violating the above policies.

You expressly agree that Agents of Discovery Inc. shall not bear any legal liability, express or implied, in relation to any Prohibited Content. In case of a claim by a third party, you agree to indemnify Agents of Discovery Inc. against any and all claims and costs concerning Prohibited Content created, posted, approved, or published to the Mission Maker or the Mobile App.

7. NON-COMPLIANCE

Non-compliance with the Terms of Service may result in:

- Complete deletion of your content from the Mission Maker and the Mobile App;
- Full and complete termination of your access and use of the Mobile App; and/or,
- Legal action, including the requirement to indemnify Agents of Discovery Inc. against all claims concerning your violation of the Terms of Service and provide an indemnity to, and reimbursement for, Agents of Discovery Inc. for any and all costs incurred in enforcing the Terms of Service against such non-compliance.

8. OWNERSHIP OF CONTENT - GENERAL

Agents of Discovery Inc. claims no intellectual property rights over the content shared, submitted, created, posted, approved, or published to the Mission Maker or Mobile App, except the limited right to use your content for educational or promotional purposes. If you choose to share your content with others, you are agreeing to allow Agents of Discovery Inc. Partners to view your content within the Platform.

All other copyright, trademarks, and intellectual property rights in and relating to the Mission Maker and Mobile App belong to Agents of Discovery Inc. You may not duplicate, copy, or reuse any portion of the source code, visual design elements, or any other intellectual property concepts without express written permission from Agents of Discovery Inc. You may not reverse engineer or create any derivative work from the Mission Maker or Mobile App without the express written permission of Agents of Discovery Inc.

9. FEEDBACK AND SUGGESTIONS

You may choose to submit comments, bug reports, ideas or other feedback about the Mission Maker and/or the Mobile App, including without limitation about how to improve the Mission Maker and/or the Mobile App (collectively, "**Feedback**"). By sending any Feedback, you agree that we are free to use and distribute such Feedback to third parties at our discretion and without any compensation to you, whether on a non-confidential basis or otherwise. You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.

10. TERMS OF SERVICE MAY CHANGE

Please note that Agents of Discovery Inc. may change the Mobile App Terms of Service from time to time. This may include changing or removing any of the terms and conditions of, or adding new terms or conditions to, these Terms of Service. In the event of a change, we will inform you of such a change by displaying a notice of changes upon your access to the Mobile App. The notice will refer you to the most current version of the Terms of Service, and you will be required to agree to such changes in order to continue playing the Mobile App. You can also request the most current version of any Agents of Discovery Inc. Terms of Service at any time by emailing legal@agentsofdiscovery.com.

Furthermore, any new features that change or enhance the Mission Maker and/or Mobile App, including the release of new tools and resources, will be subject to the most current version of the Mobile App Terms of Service.

11. PRIVACY STATEMENT

By agreeing to this Mobile App Terms of Service, you agree to our collection and use of information as outlined below. Agents of Discovery Inc. is committed to your right to privacy. Agents of Discovery Inc. collects information from your use of the Mission Maker and Mobile App, including:

- Any information you give us when interacting with the Mission Maker, the Mobile App or in any other way;
- Any information we automatically receive and collect from your device to support your use of the Mission Maker and the Mobile App;

Please see our Mobile App Privacy Policy for the full statement on what information is collected and/or used by Agents of Discovery Inc.

12. USE OF INFORMATION YOU GIVE US

Agents of Discovery Inc. will use your information you give us in connection with your use of the Mission Maker and the Mobile App, which may include (but is not limited to) your name, email address, phone number, username, age, grade, or other information unique to you:

- For the purposes for which you gave it to us, such as account registration and activation;
- To communicate with you about new features, announcements, products, and services;
- To verify your identity;
- To provide customer service and review issues with your account;
- To allow you to share your experiences using our services and your content created with our services with others;
- To update you on changes to our services, Privacy Policy, Terms of Service, and other administrative communications;
- To provide feedback to Partners regarding their Missions' success;
- To improve our products, services, and business processes; and,
- To customise content available through our services.

13. DISCLOSURE OF INFORMATION

Agents of Discovery Inc. avoids sharing personal information where possible. Any sharing of your personal information is carried out as expressly set out in our Privacy Policy. Agents of Discovery Inc. may provide access to your personal information in case of illegal use, when Agents of Discovery Inc. receives orders from legal authorities or to protect our rights.

Agents of Discovery Inc. may share player usernames and Mission progress with Partners in formal and informal education areas for the purposes of evaluating educational value and improving educational Mission outreach on the Platform. Aggregate Mission progress is also provided to all Partners for the purpose of providing feedback regarding a Mission's success.

Additionally, some Missions may involve 'Photo Player Response' or 'Text Player Response' Challenges in which the player must submit a response in the form of text or a photo taken with their device's camera. The submitted data from these Challenges will be available to the Mission's Partners if the user is logged into an account.

14. SECURITY

Agents of Discovery Inc. strives to utilise best practices in all areas of data security and ensures that steps are taken to keep your data safe while the data is in transit and/or at rest. We employ physical, electronic, and procedural safeguards to ensure the security and safety of your data that we collect, process and maintain. However, please be informed that despite all the safeguards, no security or other safeguards can prevent all security breaches. Consequently, we cannot fully guarantee the security and safety of any personal information that you transfer to us.

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17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Agents of Discovery Inc., its parents, subsidiaries, and affiliates, and each of their respective officers, directors, attorneys and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms of Service or arising out of a breach of your obligations, representation and warranties under these Terms of Service. You agree to indemnify, defend, protect and hold harmless Agents of Discovery Inc. from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to: (1) your breach of any terms of this Agreement, (2) the determination by a jurisdiction that you have improperly utilised the services of Agents of Discovery to violate the laws and regulations of the jurisdiction; (3) your use of the Platform or the Mobile App or your failure to pay any sums due to Agents of Discovery or any local government; or (4) your supplying inaccurate, out of date, erroneous, misleading, or otherwise incorrect information as well as any action taken by you as a direct or indirect use of the Mobile App and or which result from the information displayed by the Platform or the Mobile App.

You shall indemnify, defend and hold harmless Agents of Discovery Inc. and affiliates and their respective officers, employees and agents, and each of Agents of Discovery Inc.'s software, app and/or application partners, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Platform or Mobile App or your violation of the Terms of Service.

You agree to indemnify and defend Agents of Discovery Inc. and its affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) the use of the Platform or Mobile App by you; (b) the violation of these Terms of Service by you or anyone using your account; or (c) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. Agents of Discovery Inc. reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. If we do assume the defence of such a matter, you will reasonably cooperate with Agents of Discovery Inc. in such defence.
You agree to defend, indemnify and hold Agents of Discovery Inc. harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or in any way related to your failure to comply with these Terms of Service or use of the Platform or Mobile App.

You understand and agree that Agents of Discovery Inc. is not an insurer and no insurance coverage is offered herein. Agents of Discovery Inc. is not assuming liability and therefore shall not be liable to you for any loss or injury sustained by you as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by Agents of Discovery Inc.'s negligent (including gross negligence) performance to any degree or failure to perform any obligation or strict products liability. You release Agents of Discovery Inc. from any claims for contribution, indemnity or subrogation.

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If you have any questions, we would be happy to answer them. Do not hesitate to contact us for any inquiries you might have through the following contact details:

Email: legal@agentsofdiscovery.com
Address: 201-2040 Springfield Road, Kelowna, BC, Canada, V1Y 9N7
Phone: 1-855-564-7328

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&
PROFESSIONAL EDITION
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Last Updated: December 1, 2025

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS IN ITS ESSENTIAL PURPOSE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR INFORMATION, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF OR IN ANY WAY RELATED TO THEIR RESPECTIVE OBLIGATIONS UNDER THIS EULA AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF FREEDOM FOR ANY DAMAGES UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE ACTUAL FEES PAID TO FREEDOM BY OR ON BEHALF OF YOU FOR THE SINGLE LICENSE EXPRESSLY COVERED BY THIS EULA PROVIDED THAT, FREEDOM+S INDEMNIFICATION OBLIGATIONS UNDER SECTION OF THIS EULA SHALL BE CAPPED AT TEN THOUSAND DOLLARS ($10,000.00).

20 INDEMNIFIICATIION

To the maximum extent permitted under applicable law, You agree to indemnify and hold Freedom and its affiliates and subsidiaries, and their respective officers, directors, employees, agents, representatives, successors, assigns, service providers and suppliers harmless from any and all claims, losses, demands, fines, penalties, costs, and expenses, including reasonable attorney fees and court costs, made by any third party in connection with or arising out ofI (a) any bodily injury (including death) or damage to real property or tangible personal property caused by YouK (b) Your breach or violation of any provision of this EULA or any applicable LicenseK and (c) Your violation of applicable laws or any rights of another person or entity.

Freedom will indemnify, defend and hold You harmless, notwithstanding any limit of liability, based on or arising out of any claim or threatened claim that the Software or any part or use thereof infringes or violates any U.S. patent, copyright, trademark, or trade secret of any third partyK provided that (a) You notify Freedom in writing within thirty (30) days of the claim, (b) Freedom has sole control over the defense and all negotiations for a settlement or compromise, and (c) Freedom receives reasonable assistance from You necessary to perform Freedom+s obligations hereunder. The foregoing indemnity shall not apply with respect to the Software, or portions or components thereofI (i) not provided by FreedomK (ii) used in a manner not expressly authorized by this EULA or any applicable LicenseK (iii) if the alleged infringement or misappropriation results from any customizations, modifications, alterations or changes to the Software not developed or provided by FreedomK or (iv) combined with other products or services not provided by Freedom where the alleged infringement would not exist but for such combination. In the event that the Software is held by a court of competent jurisdiction to constitute an infringement or the use of the Software is enjoined (or Freedom reasonably believes that any of the foregoing are reasonably likely to

occur)l Freedom mayl at its option (x) procure for You the right to continue to use the Software (y) provide an Upgrade so that use of the Software becomes non-infringing or (z) replace the Software with software that is substantially similar in functionality and performance. The remedies set forth in this Section 6.2 are your and any End User's sole remediesl and Freedom's sole liability and obligation with respect to any actual threatened or alleged claims that the Software or any portion thereof infringesl misappropriatesl or otherwise violates any intellectual property rights of any third party.

21. RESTRICTIONS ON ASSIGNMENT AND TRANSFER

Except as permitted herein You may not sublicensel assignl or transfer this License or EULA to another partyl and any attempt to sublicensel assign or transfer any of the rights duties or obligations under this EULA shall be null and void and without any legal effect.

22. CONSENT TO USE DATA AND INFORMATION

The Software may collect information regarding Your use of the Software and send that to information Freedom. Freedom may use this information to provide services and to improve our products and services. You may opt out of certain of these uses as described in the software documentation. By using the Softwarel You agree that the collectionl usel and disclosure of any information will be in accordance with Freedom's Privacy Policy which is available at the following link https://support.freedomsclientflc.com/privacy-policy/enu/. This Policy may be updated from time to time. You are solely responsible for the content of all End User data. You will secure and maintain all rights in Customer data necessary to use the Software without violating the rights of any third party or otherwise obligating Freedom to you or to any third party. Freedom does not assume any obligations with respect to End User Data or to your use of the Software other than as expressly set forth in this EULA or as required by applicable law.

23. GOVERNING LAW, JURISDIICTION AND VENUE

This EULA shall be governedl interpretedl construed and enforced in accordance with the laws of the State of Florida. The Parties agree that the sole and exclusive venue and jurisdiction for filing and maintaining any lawsuit or other action or proceeding related to this EULA shall be in the state or federal courts sitting in Pinellas Countyl Florida. Each Party hereby consents and submits itself to the personal jurisdiction of such court. The parties agree that no Uniform Computer Information Transactions Act or similar provision from any state or other jurisdiction shall apply to this EULA.

24. EXPORT RESTRIICTIONS

You may not exportl shipl transmit or re-export the Software in violation of any applicable law or regulationl including but not limited to Export Administration Regulations issued by the U.S. Department of Commerce. Unless in compliance with applicable law and specifically authorized in writing by Freedoml You shall not export the Software under any circumstances whatsoever. In any casel You will indemnify and hold Freedom harmless from any and all claimsl lossesl liabilitiesl damagesl finesl penaltiesl costs and expenses (including

reasonable attorney's fees) arising from or relating to any breach by You of Your obligations under this section.

25. WAIVER

Failure by Freedom to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

26. SEVERABILITY

In the event that any one or more of the provisions of this EULA are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired and enforced to the full extent permitted by law.

27. INJUNCTIVE RELIEF

To the extent permitted under applicable laws the parties agree that in the event of a breach by either party of any provision of this EULA, the non-breaching party shall be entitled to seek and obtain injunctive or other equitable relief or both, in each case without the requirement to post any bond or other form of security, and without such act constituting an election of remedies or diminishing the non-breaching party to each and every remedy available at law or in equity for a breach of this EULA by the other party.

28. ENTIRE AGREEMENT

Except to the extent governed by an applicable License and amended in writing by the parties, this EULA and the Quote constitutes the entire agreement between You and Freedom related to the Software and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations and communications between You and Freedom related to the Software. You acknowledge that You have not been induced to enter into this EULA by any representations or promises not specifically stated herein. No term contained in any purchase order submitted by You shall amend, modify or supplement the terms and conditions set forth herein and in the Quote.

29. SURVIVAL

Notwithstanding any termination or expiration, the following sections shall survive such termination or expiration: 12, 19, 20, 22 and 23.

30. MERGER

This EULA and any Freedom constitutes the entire agreement between the parties with respect to the use of the Software Licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its use.

31 STATUTORY EXCEPTIONS FOR CERTAIN GOVERNMENTAL INSTITUTIONS

If You are a government or a public agency, instrumentality or institution, including without limitation a public educational research or medical institution or body, and any terms in this EULA are invalid or unenforceable against You because of applicable law, then those terms will be deemed excluded and unenforceable (as the case may be), and instead construed in a manner most consistent with applicable governing law, provided that You have advised Freedom in advance of the terms which are inapplicable. In addition, if the applicable governing law for this EULA set forth in Section 23 is precluded for You under applicable law, then this EULA will be governed and construed under the laws of the country, state, province or other jurisdiction in which your primary office is located, provided that You have advised Freedom in advance of the applicable jurisdiction.

Vispero Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("MSA") is made as of _____, 2026 (the "Effective Date") between TPG Interactive, LLC, and its affiliates, doing business as Vispero ™ (TPG Interactive and its affiliates individually and collectively referred to herein as "Vispero"), located at 17757 US Highway 19 N, Suite 200, Clearwater, Florida 33764 and _____ (hereinafter "Company"), located at _____. Company and Vispero are also sometimes referred to individually as a "party" and together as "parties."

WHEREAS, Vispero has extensive expertise and experience withproviding specialized consulting services; and

WHEREAS, Company desires to secure the benefit of Vispero's expertise and experience with providing such services;

NOW, THEREFORE, in consideration of the mutual promises set forth below, it is agreed as follows:

1. Contract for Services

Company hereby contracts for, and Vispero hereby agrees to provide from time to time at Company's request, the consulting services as defined in a "Statement of Work" or "SOW" and/or the software as a service offering as defined in an "Order Form" ("Services") which Statements of Work and Order Forms will be attached to this MSA, and be subject to the terms and conditions contained herein. In the event of any conflict or inconsistency between the provisions of the main body of this MSA and the provisions of a SOW or Order Form, the provisions of the main body of this MSA shall control unless specific reference is made to overriding same in the respective SOW or Order Form. All Services or work hereunder shall be authorized only by the execution of a SOW or Order Form by duly authorized representatives of the parties hereto. In no event shall Company be liable in any way for any services provided or work performed which is outside the scope of Services described herein and, in any SOW, or Order Form.

2. Fees

Company agrees to pay the fees set forth in the applicable SOW or Order Form. Unless a SOW or Order Form states otherwise, Vispero will invoice Company on a monthly basis and payment terms will be net 30 days from Vispero's invoice date. Any invoiced amount not paid when due shall be subject to a service charge at the lower of the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Company fails to make any payment to Vispero when due under this MSA, Vispero may, at its sole discretion

and without affecting its rights under this MSA, cancel or suspend work on any pending SOWs or the access for use of Services under any Order Form and/or eliminate any stated discount on fees for Services rendered. All Fees are non-refundable and non-cancelable. All Fees exclude all applicable sales, use, consumption, VAT, GST and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Vispero ‘s income), arising from the provision of Service and any other products or services provided by Vispero, or the payment of fees, under this MSA. Company will make all payments without setoff of any kind and without reduction for any tax withholding.

Company shall reimburse Vispero for any expense that it may incur in the collection of all amounts due hereunder, including attorney fees and court costs. In addition to all other remedies available in this MSA, where payment of any Fee is not received within thirty (30) days of the due payment date, Vispero may, without liability to Company, disable Company’s password, account and access to all or part of the Service and Vispero shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remains unpaid. Vispero shall be entitled to charge interest on overdue Fees at the applicable statut ory rate.

CityData Terms of Service

Terms can also be found here: https://www.citydata.ai/terms

Terms of Service

Effective Date"
October 20, 2020

These Terms of Service (“Terms”) commence on the date that you accept it by checking a box or clicking on a button (or something similar) when you are asked to confirm that you accept these Terms. Acceptance in any of the foregoing manners (or other similar means) indicates that you agree to the terms and conditions of these Terms. If you are accepting on behalf of a company, organization, or other entity, then (1) "you" includes you and that entity (“you”), and (2) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Please read this agreement carefully to ensure that you understand each provision.

The following Terms, together with such other terms and policies referenced herein or otherwise specified by CityData, Inc (“CityData,” “we,” “our,” or “us”), constitute the binding legal agreement between CityData and you regarding your access to and use of the following:

1. 01. Modifications to this Agreement

CityData may modify the Terms from time to time. You understand and agree that your access to or use of the Services is governed by the Terms effective at the time of your access to or use of the Services. If CityData makes material changes to the Terms, CityData will notify you by email or by posting a notice on the Site at least 10 days prior to the effective date of the changes. CityData will also indicate at the top of these Terms the date that revisions were last made. You should revisit the Terms on a regular basis, as revised versions will be binding on you. You understand and agree that your continued access to or use of the Services after the effective date of any modifications to the Terms indicates your acceptance of such modifications. Modification of the Terms will not affect the additional terms found in the Customer Addendums, as defined in Section 4.2. If the Terms are modified in a way that conflict with the Customer Addendums, then the Customer Addendums will prevail.

2. 02. Using the Services

If you are under 18 years of age, you may not use the Services. The Services may be modified, updated, interrupted, suspended or discontinued by CityData at any time

without notice or liability. CityData may also schedule system downtime and unplanned system outages may occur. To use some of the Services, you may be required to create an account (“Account”). To create an Account, CityData may require you to select a username and password. Any information submitted as part of the Account registration process must be accurate and complete. You are solely responsible for activity that occurs in your Account including any and all activities (including use services items, or services, as applicable) that are conducted through the use of your username and password whether or not authorized by you. You should keep your password confidential and notify us immediately of any unauthorized use of your account. CityData reserves the right to close your account at any time for any or no reason, with or without notice, and in such case, you may not reopen an account without CityData's express written permission.

3. 03. Becoming a Customer

If you will be using CityData's CitySDK, you are an application developer (“App Developer”). If you are a supplier of data that does not need CityData's CitySDK, you are a data supplier (“Data Supplier”). If you are a Data Supplier that will be using the Services and is granted a right to sublicense the Platform, you are a platform licensee (“Platform Licensee”). If you are purchasing data from CityData, you are a data purchaser (“Data Purchaser”). Collectively App Developers, Data Suppliers, Platform Licensees, Data Purchasers and other users of the Services are CityData clients (“Customers”).

3.1. Approval Process

All Customers must create an Account and provide CityData with requisite information about yourself and the business entity (if any) that you represent. By creating an Account, you represent and warrant that: (a) you are at least 18 years of age; (b) all information and answers provided by you are truthful and accurate; and (c) if you represent a business entity, the business entity that you represent has authorized the submission to CityData of all information and answers provided by you. All information and answers provided by you during Account creation are subject to verification and approval by CityData, and you must submit additional information requested by CityData and fully cooperate with any verification request from CityData, or your Account creation will be denied. CityData does not allow automatic account enablement and approval could take up to seven business days. If you are an App Developer, in addition to registering on the Platform you must submit additional information to CityData. Upon CityData's acceptance, you will be deemed an approved developer (“Approved Developer”). Upon becoming an Approved Developer, your application/service will be deemed approved (“Approved Mobile Application”).

3.2. Customer Addendums

All Customers and CityData need to agree upon further terms that outline CityData's fees and revenue sharing schedule (“Customer Addendums”) before Customers will be allowed access to the CitySDK, API, Reference Apps, Data, or Platform. The applicable Customer Addendums will be sent to you by CityData after creating an Account.

3.3. Certain Requirements

- violate, infringe upon, or misappropriate any intellectual property right, right of privacy, right of publicity, or any other right of any person or entity;
- contain or link to any content that is illegal, unlawful, threatening, harassing, abusive, defamatory, libelous, fraudulent, deceptive, invasive, vulgar, obscene, profane, pornographic, violent, hateful, racist, discriminatory, or otherwise objectionable or inappropriate, as determined by CityData in its sole discretion;
- contain or link to any content that depicts, promotes or encourages conduct that would constitute a criminal offense or otherwise violate any applicable law;
- be directed to or targeting children/minors (i.e., those under the age of 13);
- claim or suggest that your mobile application/service, or any other product or service offered by you or a third party, is endorsed or sponsored by CityData (except with CityData's express prior written approval);
- contain or link to any known virus, Trojan horse, trap door, back door, Easter egg, worm, time bomb, cancelbot, adware, spyware, malware or other similar programming code or data, malicious or benign, that may damage, interfere with, intercept, lock out, or expropriate any hardware, system, program, content, or data.;
- engage in any activity to deceive, mislead or harass, including, without limitation: forging or falsifying information; impersonating any person or entity; relaying emails or other communications in an anonymous fashion, relaying emails or other communications from any third-party server without that third-party’s permission, or using similar techniques to hide or obscure the source of emails or other communications; misrepresenting affiliation, connection or association with, any person or entity; transmitting or distributing “junk mail,” “chain mail” or “chain letters,” or engaging in

unsolicited mass emailing, “spamming” or “spimming”; or making fraudulent offers to sell or purchase, or conducting any type of financial scam such as “pyramid schemes” and “ponzi schemes”;

- engage in any spoofing, redirecting or trafficking from other sites in an effort to gain traffic;
- promote any tobacco products, firearms or alcoholic beverages (except with CityData's express prior written approval);
- promote gambling, contests, lotteries, raffles, or sweepstakes (except with CityData's express prior written approval); or
- offer any product or service that competes with CityData; or
- provide third parties with any of the CitySDK, API, Reference Apps, Data, Platform; or
- provide any of the Data to third parties; or systematically query the API or Platform or CitySDK in a manner to obtain and cache all Data for a given locality, region or country. CityData does not allow caching and storing of Data provided through the CityData Services, unless specified in the expiry headers or through a separate agreement.
- engage in any other activity or practice that violates this Agreement or any applicable law.

In order to become and remain an Approved Developer, your Approved Mobile Application must meet the following requirements at all times; Platform Licensee must also require any sub-licensees to meet the following requirements at all times:

a) Your mobile application/service must contain bona fide and legitimate content, and not, for example, simply a list of links or advertisements. Also, your mobile application/service must serve a purpose substantially or completely separate and distinct from merely being designed to earn money solely from third party advertisers. In addition, prior to the launch of your mobile application/service, you must submit a demo version of your mobile application/service to CityData for review and approval (unless CityData has expressly waived in writing its right to review and approve), and the final published version of your mobile application/service must not materially differ and deviate from the demo version that was reviewed and approved by

CityData.

b) Your mobile application/service must not:

You understand and acknowledge that CityData may deny your application and/or suspend or terminate your Approved Developer status, at any time and with or without reason, in CityData's sole discretion.

3.4. Usage Limits

You agree to abide by any and all limitations (such as daily usage quotas that limit the number of queries that can be sent by the API to the Platform) for the Services. You agree not to use methods (such as using multiple IP addresses) to get around these limitations. CityData, in its sole discretion, may at any time change the specifications of or change the usage thresholds or restrict or limit access to the Services. CityData may suspend or throttle Services to stay within cloud capacity limitations. You will not take steps to circumvent any technical measures CityData may put in place to implement throttling or suspension. Usage limits can be found in the Customer Addendums.

3.5. Technical Support

CityData shall prove you with technical support comprised of email support regarding the operation and use of the Services. CityData shall provide technical support only in US English and only during CityData's standard hours of operation between 9:00 AM through 5:00 PM Pacific Time, Monday through Friday (excluding holidays). CityData's technical support contact email address is support@citydata.ai.

4. 04. Privacy

When collecting Device Data (as defined in Section 7.1 of these Terms), Customers that are Approved Developers, Platform Licensees, and Data Suppliers must comply with your own publicly posted privacy policy that permits you to share, collect, use and disclose such Device Data to us, and for us to use such Device Data as contemplated under these Terms, and if required by applicable law, pursuant to consents obtained by you to do each of the foregoing. For clarity and without limitation, Approved Developers, Platform Licensees, and Data Suppliers are responsible for the content and placement of consumer-facing disclosure and obtaining consents regarding the collection and use of Device Data, including informing mobile users of Approved Mobile Applications (“End Users”), about the

disclosure of data to CityData and by CityData to third parties for marketing purposes.

As part of these Terms, Approved Developers and Platform Licensees (including sub-licensees) must obtain the consent from their End Users, either directly or through Platform Licensee's own customers, to share device data with CityData by incorporating into the privacy policy of their Approved Mobile Application language that is substantially similar to the following:

"By using this app you consent to having certain device data shared with CityData, Inc. ("CityData"), one of our third party service providers. The device data that we share with CityData will be subject to the CityData privacy policy. By proceeding to use this app, you are consenting to CityData's privacy policy, which can be found at: https://citydata.ai/privacy_policy".

5. 05. Fees & Revenue Share

CityData reserves the right, in its sole discretion, to charge fees for use of or access to specific levels of service around the Services. If CityData decides to charge fees for Services, such fees and additional terms and conditions will be disclosed to you in a Customer Addendum prior to when such fees or requirements would be imposed. If you do not agree to such charges at the time of the fee disclosure, simply discontinue your use of the Services. Depending on which of the Services are being used, CityData may use a revenue sharing structure rather than a fee arrangement. Your current fees and revenue sharing structure can be found in the Customer Addendum sent to you by CityData.

6. 06. Intellectual Property License; Proprietary Rights and Trademark

6.1. Data Collection and Use

In general, CityData collects information about End Users' devices ("Device Data") from Customers that integrate CITYDATA's products into their apps either through a software development kit ("SDK") or from Customers that otherwise share Device Data with CITYDATA. Device Data collected by CITYDATA may include the following: (a) location data of End Users' devices, such as latitude-longitude coordinates obtained through GPS tools, WiFi data, cell tower triangulation or other techniques, (b) the associated device identifier of End Users' devices, such as the Identifier for Advertisers or IDFA for iOS devices or Advertiser ID for Android/Google devices, (c) other information about End Users' devices, such as: device type (e.g., tablet, smartphone), hardware model, operating system and

version, mobile browser type (e.g., Chrome, Firefox, Safari), mobile network information, and information about speed, bearing, orientation, time zone, timestamp and altitude, (d) End Users' use information of CITYDATA's products and services (through Customers' apps using CITYDATA's CitySDK), such as: access time, access location, activity and internet protocol address, (e) predicted data about End Users, such as age, date of birth, street address, characteristics or interest, and/or (f) any other information End Users voluntarily provide to CITYDATA or to CITYDATA's Customers. Device Data is collected in order to build profiles for legitimate business purposes, including without limitation, engagement optimization, customized content, personalized notifications, ad-decisioning, and/or audience building (collectively, the "Stated Purpose"). Accordingly, by supplying Device Data, you expressly authorize and allow CITYDATA, to the fullest extent permitted by applicable law, to securely access, collect and receive Device Data and to use and maintain such Device Data for the Stated Purpose. Also, as a condition of using the CitySDK, API, Reference Apps, and Platform, you agree to comply with the technical specifications provided by CITYDATA so as to enable CITYDATA to carry out the Stated Purpose on and in connection with your Approved Mobile Application (including, without limitation, enabling CITYDATA to collect and receive Device Data and to deliver in-app content and notifications).

6.2. CITYDATA's Limited License to You

Approved Developers are hereby granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to (i) install, embed and use the CitySDK as an embedded component (without alteration or modification of any kind) of your Approved Mobile Application and (ii) use the Reference Apps in order to assist you with the installation and embedding of the CitySDK into your Approved Mobile Application, in each case solely during the term of the Customer Addendum and in a manner strictly compliant with these Terms.

Platform Licensees are hereby granted a non-exclusive, non-transferable, sublicensable, limited license for both the internal use and the commercial use of the API and the Platform, subject to all terms, conditions, requirements, restrictions and limitations set forth in the Customer Addendum and with these Terms.

Customers, excluding Platform Licensees, are hereby granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the API and Platform to access, query and analyze the Data, including the Device Data, for the Stated Purpose, solely during the term of the Customer Addendum and in a manner strictly compliant with these Terms. Customer may not use the API or Platform for any other purpose without

CITYDATA's prior written consent.

6.3. Ownership

a) You do not have or acquire any ownership right or interest in any of the Services. CITYDATA and its partners, licensors, successors and assigns retain exclusive ownership of all rights and interests (including all intellectual property rights) in and to all Services and reserve all rights not expressly granted herein. All Services are protected by U.S. and international copyright, trademark, and other intellectual property laws. The CITYDATA mark and logo, the CityDash mark and logo, and the People Intelligence mark are registered trademarks of CITYDATA. The marks and logo are trademarks of CITYDATA.

b) You retain ownership of your Approved Mobile Application and all your trademarks, service marks, logos, copyrights and other intellectual property associated therewith, but excluding the CitySDK as well as any other Services that you may incorporate into or use in connection with your Approved Mobile Application.

c) All third-party trademarks, service marks, logos, and trade names are the property of their respective owners and their use within the Services is not meant to convey any relationship with or endorsement by such third parties.

6.4. Confidentiality
“Confidential Information” means CITYDATA confidential and proprietary information, including CITYDATA’s API structures, Platform design, Data formats, workflows, segment definitions, and Customer Addendums. You agree to hold all Confidential Information in confidence, and to not disclose or provide Confidential Information to third parties. You must protect and safeguard all Confidential Information (including copies and duplicates thereof) in your possession or control against unauthorized access or use by others, with at least the same degree of care that you use to protect your own most confidential or proprietary information, but in any event not less than reasonable care. You may, however, disclose Confidential Information your own customers as necessary or appropriate in connection with your business, provided that those customers that receive Confidential Information are subject to similar confidentiality obligations to protect that Confidential Information. In addition, you agree to not disclose any Confidential Information to a third party whose main business is the collection, analysis, and sale of geolocation data, irrespective of whether or not such third party is your customer.

7. 07. Prohibitions

You may not:

- copy or reproduce (including, without limitation, by way of downloading) any Services or any portion thereof (except with CITYDATA's express prior written approval); however, you are allowed to make a single copy of the CitySDK for your internal backup purpose, but you must immediately delete such copy upon any termination of these Terms;
- lease, rent, sell, distribute, publish, sublicense (unless you are a Platform Licensee), assign, transfer, or otherwise make any Services or any portion thereof available to third parties, or subject any Services or any portion thereof to any mortgages, pledges, security interests, charges, claims, liens, or other encumbrances; a Platform Licensee may sublicense, sell, or otherwise distribute the Platform subject to the Customer Addendum;
- alter, modify, translate, or otherwise create any derivative works from, any Services or any portion thereof; for the avoidance of doubt, an Approved Mobile Application using and incorporating the CitySDK will not be deemed a derivative work of the CitySDK;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from, any Services or any portion thereof;
- remove, obscure, alter, or otherwise temper with any copyright or other legal notice or legend contained in or associated with any Services or any portion thereof;
- use any illegal, counterfeit, pirated, or unauthorized hardware or software in connection with the CitySDK, including use of tools to bypass, disable, or circumvent any encryption, security, data transfer, data synchronization, cloud endpoint connections or authentication mechanism;
- access or use any Services or any portion thereof for any unauthorized purpose, including, without limitation: building a competitive product or service; building a product or service using similar ideas, concepts, features or functions; monitoring the Platform's availability, performance or functionality; or for any other benchmarking or competitive purpose;
- use any automated program, tool, device or process (including, without limitation, web crawlers, robots, bots, spiders, and automated scripts) to access any Services or any portion thereof;

- “frame” or “mirror” or otherwise create a browser or border environment around, or deep-link to, any Services or any portion thereof;
- do anything to interfere or attempt to interfere with the proper working of any Services or any portion thereof or any server, network or system associated therewith, including, without limitation, taking any action that imposes an unreasonable or disproportionately large load on the CITYDATA infrastructure;
- subject any Services or any portion thereof to the terms of any open source or similar license that require, as a condition of use, modification and/or distribution of software subject to such license, that such software or other software combined and/or distributed therewith be (1) disclosed or distributed in source code form, (2) licensed for the purpose of allowing others to make derivative works, and/or (3) redistributed to others at no charge;
- download, install, use, export or re-export the CitySDK or any other CITYDATA software or any underlying information or technology in violation of U.S. export control laws or regulations;
- use the CITYDATA mark or logo or any other source identifier of CITYDATA, as meta tags or ad keywords, as links, or to indicate or suggest endorsement or sponsorship by or affiliation with CITYDATA (except with CITYDATA’s express prior written approval).

8. 08. Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals (“Feedback”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) CITYDATA is under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) CITYDATA may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback and you irrevocably waive, and cause to be waived, against CITYDATA and our users any claims and assertions of any moral rights contained in such Feedback.

9. 09. Indemnity

You will indemnify, defend, and hold harmless CITYDATA from and against any and all claims, demands, actions, costs, liabilities, losses, and damages of any kind (including attorneys' fees) arising from or related to your use of the Services, any Device Data that you collect or provide to us in violation of any applicable law, regulation or these Terms, and any other violation of applicable law or regulation or breach of these Terms by you. CITYDATA will indemnify, defend, and hold you harmless from and against all claims, demands, actions, costs, liabilities, and damages of any kind (including attorney's fees) arising from or related to any claim or allegation of infringement or misappropriation of copyrights, trademarks or trade secrets by the Site, CitySDK, Reference Apps, API or Platform and any violation of applicable law or regulation or breach of these Terms by CITYDATA.

10. 10. Disclaimers; Limitations of Liability; No Warranties

PLEASE READ THIS SECTION CAREFULLY SINCE THIS SECTION LIMITS THE LIABILITY OF THE CITYDATA TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION 11 (DISCLAIMER; LIMITAIONS OF LIABILITY; NO WARRANTIES). YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS. THE SERVICES ARE MADE AVAILABLE TO YOU ON AN "AS IS" WITHOUT WARRANTY, "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. AS SUCH, YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. CITYDATA MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY OR RELIABILITY OF THE SERVICES, THE SAFETY OR SECURITY OF THE SERVICES, OR THE SERVICES CONTENT. ACCORDINGLY, CITYDATA IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICES' INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY OR RELIABILITY OF THE SERVICES CONTENT.

10.1 : Disclaimer about Data Insights, Downloadable Data, Cloud Datastores, and Online Dashboards

- Data availability is a function of the popularity of the location. Popular places with more frequent visitors generally have more robust data, leading to more

accurate estimates. Less frequented locations might have less reliable data or no data at all. Places with more active users in the vicinity tend to have more accurate data.

- Historical geo-temporal data is the primary source and generally reliable for capturing typical patterns for inferring visits, dwell time and movement for places of interest. However, historical data might not always reflect local events or sudden changes in popularity. Planned events like concerts or festivals and unplanned events like rallys or celebrations can significantly impact busyness, yet historical geo-temporal data might not accurately reflect these changes.
- External factors like adverse weather conditions can deter visitors, altering typical patterns but the datasets might not relfect such unpredictable factors. Similarly holidays and special days often attract more visitors, potentially affecting accuracy if the dataset doesn't adequately capture these patterns.
- CITYDATA's big data and AI platform is designed for processing and interpreting geo-temporal data. While the algorighms are advanced, they not perfect and might involve uncertainties. Data biases, such as over-representation of certain user demographics, could potentially skew the results for specific places of interest.
- Data representation can impact accuracy. The geo-temporal data heavily relies on users opting in to share their location. While the core data sample might represent a subset of the known population of the area of interest, the overall results might be scaled up to represent the entire population, thereby impacting accuracy.

  The Data Insights, Downloadable Data, Cloud Datastores and Online Dashboards provide valuable insights into place patterns, visitation trends, and movement graphs. The geo-temporal data should be considered as helpful guideline rather than an exact prediction because the accuracy varies depending on several factors.

11. 11. Waiver

CITYDATA's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms

will be effective only if made explicitly, in writing and signed by CITYDATA.

12. 12. Relationship of Parties

These Terms do not create any agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship. These Terms are solely between you and CITYDATA and are not for the benefit of any third party.

13. 13. Governing Law and Venue

Agreement to Arbitrate. THIS SECTION ONLY APPLIES TO RESIDENTS OF THE UNITED STATES OF AMERICA AND CANADA. If a dispute arises between you and CITYDATA, before bringing a legal case, we strongly encourage you to first contact us directly to seek a resolution by sending an email to our customer support at support@citydata.ai.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles of conflicts of law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, may be submitted by either Party to be finally resolved by arbitration by written notice to the other Party. The arbitration shall be conducted in San Francisco, California in accordance with the arbitration rules of JAMS pursuant to its Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

There shall be one arbitrator and the arbitration proceedings shall be conducted in English. Once a dispute is referred to arbitration, such dispute shall be finally and exclusively settled through binding arbitration unless the Parties otherwise reach an agreement to resolve the dispute. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Nothing herein shall restrict or limit either Party's right to seek injunctive, temporary or other equitable relief from any court of competent jurisdiction.

14. 14. Miscellaneous

14.1. Agreement Between You and CITYDATA

These Terms combined with the signed applicable Customer Addendum contain the entire agreement between you and CITYDATA regarding the use of the Services, and supersede

any prior agreement between you and CITYDATA on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms or the Customer Addendum.

14.2. Severance

If any provision of these Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

14.3. Section Titles

The section titles in these Terms are for convenience only and have no legal or contractual effect.

FTR MASTER SERVICE TERMS AND CONDITIONS

1. **Definitions**. As used in this Agreement:
   - "***Confidential Information***" means all information regarding a party's business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential ("***Confidential Client Data***").
   - "***Client Data***" means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.
   - "***Documentation***" means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.
   - "***FTR Offerings***" means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.
   - "***Order Form***" means any written order executed by both parties that identifies the software and services to be made available by FTR, substantially in the form of the initial order attached hereto; Order Forms might include, but are not limited to, Statements of Work, quotes, contracts, or agreements
   - "***Performance Data***" means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.
   - "***Software Support***" means FTR's Software Support offering for FTR Gold Suites and/or FTR Justice Cloud.
   - "***SaaS Service***" means any subscription service to be provided by FTR to Client in accordance with the terms herein.
   - "***Software***" means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.
   - "***Storage Services***" means FTR's SaaS Service that enables the storage of digital recordings, transcripts, metadata, and any other court content.
2. **FTR Offerings**
   - **Scope of FTR Offerings**. FTR's products and services can be configured to provide digital audio and video recording, cloud based storage and processing of FTR digital recordings, speech to text processing (delayed and/or real-time), transcription service management, ecommerce workflow and distribution tools (recordings, transcripts and speech to text), usage and access reports, client support and onboarding. FTR Offerings include cloud platform security features and services compliant with SOC2 Type 2, UK Cyber Essentials and in alignment with NIST800-53, CSA Cloud Controls Matrix v4 and other relevant security standards. The client will receive access to the features, products and services specific to their order form, statement of work or other similar agreed document.
   - **License to FTR Offerings**. Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 6), non-exclusive right and license to: (i) during the applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and any usage limitations set forth in the Order Form (such as the number of courtrooms where the SaaS Services and/or Software may be used) and solely for Client's internal business purposes (not for further resale and distribution).
   - **Support**. FTR will (i) provide Client with access to any bug fixes, patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Software Support as as described in a separate Statement of Work.
   - **Updates and Modifications.** Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; provided, that, FTR shall not, during the term of any applicable Order Form, materially decrease, the overall functionality of the Services purchased by Client or of the security measures detailed in this Agreement.
   - **MP3 and other Similar Functionality**. Where the Software is capable of encoding or optionally decoding data utilizing MP3 functionality, the supply of the Software and the license granted by the Software does not convey a license nor imply any right to distribute MPEG Layer-3 compliant content created with this product in revenue-generating broadcast systems (terrestrial, satellite, cable and/or other distribution channels), streaming applications (via Internet, intranets and/or other networks), other content distribution systems (pay-audio or audio-on-demand applications and the like) or on physical media

(compact discs, digital versatile discs, semiconductor chips, hard drives, memory cards and the like). An independent license for such use is required. For details, visit http://mp3licensing.com.

3. **Implementation and Training**. From time to time, the parties may enter into written work orders that reference this Agreement (each, a "***Statement of Work***"), describing certain configuration, implementation, training and other professional services to be provided by FTR ("***Professional Services***"). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.
4. **Restrictions**. Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client's rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under Section 1.
5. **Fees and Payment**.
    - **Fees**. Client will pay the fees set forth on the applicable Order Form ("***Fees***").
    - **Payments**. Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.
    - **Taxes**. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.
    - **Records; Audit**. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("***Records Term***"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.
6. **Confidential Information**. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.
7. **Data Security**. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed

by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "***Security Incident***"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 6 will not be construed as an acknowledgement by FTR of any fault or liability with respect to the Security Incident. Client is solely responsible for: (i) managing the Client's Account (as defined below) with regards to the Client's users and their access; (ii) reporting any security incident in the Client's environment to FTR within 24 hours of the incident becoming known;(iii) immediately reporting any security vulnerabilities found in the FTR Justice Cloud platform to compliance@fortherecord.com; (iv) providing FTR with contact details of where security incidents should be reported by FTR to the Client;(v) providing FTR with the details of the Client's data retention policy; (vi) ensuring that the Client's users and servers use supported browsers and operating systems when accessing the FTR Justice Cloud platform; and (vii) ensuring updates to any locally installed FTR system components are installed in a timely manner.

8. **Ownership**.
    - **FTR System and Technology**. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "***FTR Technology***"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.
    - **Client Data**. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support, development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: https://fortherecord.com/policies/#privacy, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.
    - **Performance Data**. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identify of Client or any judge, attorney, witness, litigant or other courtroom personnel.
    - **Feedback.** Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.
9. **Client's Other Obligations**
    - **Compliance with Laws**. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.
    - **Account and Passwords**. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("***Account***"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.
    - **Equipment and Facilities**. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, audio processors and microphones as may be required to use the FTR Offerings in accordance with the terms herein.
    - **Client Backups.** Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will

have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

- **Recording Responsibility**. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. **Term and Termination**
    - **Term**. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "***Term***"), or as otherwise specified in the Order Form; provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intent to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.
    - **Termination**.
        - **For Breach**. Either party (the "***Non-breaching Party***") may terminate this Agreement, effective immediately upon written notice to the other party (the "***Breaching Party***"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.
        - **Changes in Law**. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.
    - **Effects of Termination**. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.
    - **Access to Data**. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.
    - **Survival**. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. **Warranty; Disclaimer**.
    - **Limited Warranty**. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercially reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.
    - **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "***AS IS***" AND "***AS AVAILABLE***" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
    - **Client Data Disclaimer**. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. **Indemnification**
    - **By FTR**. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is

likely to become, the subject of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

- **Procedure**. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "***Claim***"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. **Limitation of Liability**. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.
14. **Insurance**. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate, (b) Worker's Compensation Insurance in amounts required by applicable law and (c) Cyber Insurance with policy limits of not less than $5,000,000.
15. **General Provisions**
    - **Governing Law**. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
    - **Export**. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.
    - **Severability**. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
    - **Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
    - **Remedies**. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.
    - **No Assignment**. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.
    - **Force Majeure**. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such

party, including without limitation, issues arising from bugs or other problems in the software, firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "***Force Majeure Event***"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

- **Independent Contractors.** Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.
- **Notices**. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.
- **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.
- **Entire Agreement**. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO or approved representative of FTR.