Contract #: AR3764

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Tyler Technologies Inc.
Name

One Tyler Way
Street Address

Yarmouth	Maine	04096
City	*State*	*Zip*

Vendor # VC248808 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Laura Calcutta *Phone Number:* +1 800-800-2581 *Email:* laura.calcutta@tylertech.com

2. CONTRACT PORTFOLIO NAME: Platform Management; Master Data Management.

3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47

5. CONTRACT PERIOD: Effective Date: Tuesday, April 19, 2022. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.

6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).

7. Prompt Payment Discount Details (if any): Refer to Attachment C.

8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Price Schedule
ATTACHMENT D: End User License Agreements (as applicable)

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Hannah May
Hannah May (Apr 20, 2022 11:41 EDT)

04/20/2022

Contractor's signature — Date

Hannah May — Senior Corporate Attorney

Type or Print Name and Title

DIVISION OF PURCHASING

LPD 19
Nick Hughes (Apr 20, 2022 09:48 MDT)

04/20/2022

Director, Division of Purchasing — Date

ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, including its subsidiaries or other affiliates, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Data Breach** means an incident in which Personal Data has been confirmed to have been accessed, disclosed, or acquired without proper authorization or contrary to applicable data protection laws.

1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.5 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.6 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.7 **Master Agreement** or **Contract** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.8 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.9 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products from the Contractor.

1.10 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.11 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.12 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.13 **Personal Data** means “personal information” or "personally identifiable information" as defined in applicable state security breach notification statute; personally identifiable information contained in student “education records” as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; “protected health information” as defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.

1.14 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.15 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.16 **SaaS Services** means the Contractor off the shelf, software as a service and related services, hosted by Contractor or third party service provider, including maintenance and support services, as specified under the Order. SaaS Services do not include support of an operating system or hardware, support outside of Contractor’s normal business hours, or training, consulting, or other professional services.

1.17 **SLA** means any End User License Agreement, SaaS License Agreement or other terms that the use of certain SaaS Services is governed by.

II. Term of Master Agreement

II.1 Initial Term. The initial term of this Master Agreement is for Five (5) years, beginning when the first master agreement under this portfolio is signed. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

II.2 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

II.3 Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

III.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

III.1.1 A Participating Entity's Participating Addendum ("PA");

III.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto which shall be considered a part of this Agreement including the product specific End User License Agreements and SLAs that are specifically attached to this Master Agreement ;

III.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

III.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

III.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

III.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

III.3 Participating Addenda. Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda

will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

IV.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

IV.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

IV.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

IV.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

IV.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

IV.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the

state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

IV.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

IV.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

IV.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

IV.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

V.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

V.2 Administrative Fees

V.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

V.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

V.3 NASPO ValuePoint Summary and Detailed Usage Reports

V.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

V.3.2 Detailed Sales Data. Contractor shall also report detailed sales data in accordance with the instructions in Attachment J.1 and in the format set forth in Attachment J, or as otherwise instructed by NASPO ValuePoint. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales

information for all sales under Participating Addenda executed under this Master Agreement.

V.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

V.3.4 Executive Summary. Contractor shall, upon request, provide NASPO ValuePoint cooperative contract coordinator with an executive summary that includes, at a minimum and for the preceding quarter, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative contract coordinator and Contractor will determine the format and content of the executive summary.

V.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

V.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

V.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

V.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the

scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

V.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

V.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

V.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

V.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement pursuant to section XV.6, or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

VI. Pricing, Payment & Leasing

VI.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

VI.1.1 All prices and rates must minimally be guaranteed for the first year of the Master Agreement.

VI.1.2 Following the first year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.

VI.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

VI.1.4 No retroactive adjustments to prices or rates will be allowed.

VI.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

VI.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

VII.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

VII.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

VII.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

VII.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

VII.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

VII.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

VII.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

VII.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

VII.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

VII.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

VII.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

VII.6.1 The services or supplies being delivered;

VII.6.2 A shipping address and other delivery requirements, if any;

VII.6.3 A billing address;

VII.6.4 Purchasing Entity contact information;

VII.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

VII.6.6 A not-to-exceed total for the products or services being ordered; and

VII.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

VII.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

VII.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

VIII.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

VIII.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

VIII.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

VIII.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

VIII.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each

shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

IX.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

IX.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

IX.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

IX.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

IX.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

IX.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

IX.5 Acceptance Testing. Purchasing Entity and Contractor may by mutual agreement establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity. If no other process is established by Purchasing Entity and Contractor, the following shall apply:

IX.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product

is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

IX.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

IX.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

IX.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

IX.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

X.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, SLA, or ordering document, the terms of this Section X will apply.

X.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

X.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

X.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages,

and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

X.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

XI.1 Conveyance of Title. To the extent conveyance of title is set forth in the Order, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

XI.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

XI.3 License of SaaS Services. Notwithstanding anything to the contrary and subject to the applicable SLA, Contractor grants to the Purchasing Entity a nonexclusive, non-assignable limited right to use the SaaS Services during the term set forth in the Order. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the SaaS Services.

XII. Indemnification

XII.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused by the negligence or willful misconduct of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

XII.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

XII.2.1 The Contractor's obligations under this section will not apply to the extent the claim or adverse final judgment is based on Purchasing Entity's use of the Product in contradiction of this Agreement, including with non-licensed third parties, or Purchasing Entity's willful infringement, or extend to any

combination of the Product with any other product, system or method, unless the Product, system or method is:

XII.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

XII.2.1.2 specified by the Contractor to work with the Product;

XII.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

XII.2.1.4 reasonably expected to be used in combination with the Product.

XII.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

XII.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

XII.2.4 Unless otherwise set forth herein, Section XII.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Limitation of Liability

XIII.1 Disclaimer. Except for the express warranties provided in this Agreement and to the maximum extent permitted by applicable law, Contractor 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 Contractor takes reasonable physical, technical, and administrative measures to secure the SaaS Services, Contractor does not guarantee the SaaS Services cannot be compromised and they are provided "as is". Customer understands that the SaaS Services may not be error free, and use may be interrupted.

XIII.2 Limitation of Liability. To the extent permitted by applicable law and notwithstanding anything to the contrary set forth in this Agreement, Contractor'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 customer's actual direct damages, not to exceed the greater of two million dollars or total fees paid to Contractor by the Participating Entity under the Order over the twenty-four (24) months preceding the date of the event that is the basis for the claim (net of association interchange, assessments and fines or merchant fees and credit and debit card banking and merchant fees). 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 general indemnification and intellectual property indemnification obligations.

XIII.3 Exclusion of Certain Damages. To the maximum extent permitted by applicable law, in no event shall Contractor be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Contractor has been advised of the possibility of such damages.

XIV. Insurance

XIV.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

XIV.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

XIV.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

XIV.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket

contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

XIV.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

XIV.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

XIV.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

XIV.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIV, except the endorsement is provided to the applicable Participating State or Participating Entity.

XIV.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

XIV.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XV. General Provisions

XV.1 Records Administration and Audit

XV.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a

Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

XV.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

XV.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

XV.2 Confidentiality, Non-Disclosure, and Injunctive Relief

XV.2.1 **Confidentiality.** Contractor and Purchasing Entity acknowledge that it and its employees or agents may, in the course of performance of this Master Agreement, be exposed to or acquire information that is Confidential Information.

XV.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

XV.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

XV.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

XV.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

XV.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

XV.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

XV.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing

Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

XV.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

XV.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section XV.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

XV.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

XV.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

XV.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

XV.3 Assignment/Subcontracts

XV.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

XV.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

XV.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

XV.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

XV.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

XV.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

XV.8 Defaults and Remedies

XV.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

XV.8.1.1 Nonperformance of contractual requirements;

XV.8.1.2 A material breach of any term or condition of this Master Agreement;

XV.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

XV.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

XV.8.1.5 Any default specified in another section of this Master Agreement.

XV.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

XV.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

XV.8.3.1 Any remedy provided by law;

XV.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

XV.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

XV.8.3.4 Suspension of Contractor's performance; and

XV.8.3.5 Withholding of payment until the default is remedied.

XV.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its

Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

XV.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

XV.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

XV.11 No Waiver of Sovereign Immunity

XV.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

XV.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and

immunity based on the Eleventh Amendment to the Constitution of the United States.

XV.12 Governing Law and Venue

XV.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

XV.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

XV.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

XV.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

   Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity, and except as permitted by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or at the Purchasing Entity's written request. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

   a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

   b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

   c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

   d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it

deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be agreed to by the Participating Entity and the Contractor and identified in the ordering document issued against the Master Agreement, or the SLA.

e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a confirmed security incident where Personal Data has been accessed, disclosed, or acquired without proper authorization or contrary to the applicable data protection laws, to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Purchasing Entity's content that is subject to applicable data breach notification law, the Contractor shall (1) within 72 hours or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by

applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary..

    a. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. **Notification of Legal Requests**: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. **Termination and Suspension of Service**:

    a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of Purchasing Entity's data in a CSV or another mutually agreeable format

at a time agreed to by the parties or allow the Purchasing Entity to extract its data and the subsequent secure disposal of Purchasing Entity's data consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, and unless otherwise agreed upon by Contractor and Purchasing Entity, the Contractor shall not take any action to intentionally erase Purchasing Entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity's data and shall thereafter, unless legally prohibited, delete all Purchasing Entity's data in its systems or otherwise in its possession or under its control consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. The scope and rate of Transition services will be consistent with Contractor's general practices associated with the Product and provided at then current rates established in the Master Agreement unless otherwise provided in the Order.

8. Except as required for audit and defense purposes or to preserve a system of record, upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor

offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports may include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA") and subject to third party non-disclosure requirements, Contractor will make available an unredacted version of the audit report or the letter of authority to operate for the applicable FedRAMP solutions, upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. If the SaaS Services are provided using a third party data center, Contractor will provide available compliance reports for that data center.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

    So long as Purchasing Entity is timely paying the subscription fees or has a maintenance and support agreement in effect, Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

    No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

13. Contractor will notify the Purchasing Entity of any major update or upgrade as specified in the Order.

14. **Security:** As requested by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NDA is signed, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

15. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

16. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

17. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available (with agreed-upon maintenance downtime) and provide service to customers as defined in the SLA.

18. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

19. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

20. **Business Continuity and Disaster Recovery:** As requested in writing by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NDA is signed, the Contractor shall make available a business continuity and disaster recovery plan .. Should a Purchasing Entity request a client-specific disaster recovery test, Contractor will work with Purchasing Entity to schedule and execute such a test on a mutually agreeable schedule. At Purchasing Entity's written request, Contractor will provide test results to Purchasing Entity within a commercially reasonable timeframe after receipt of the request.

21. **Compliance with Accessibility Standards**: If applicable, Purchasing Entity and Contractor will agree to the applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity and include applicable standards in the ordering document issued against the Master Agreement.

22. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

23. **Encryption of Data at Rest:** Contractor shall encrypt data at rest consistent with AES standards or better. If Purchasing Entity has specific requirements for encryption of data at rest, those requirements will be set forth in the Order.

24. **Subscription Terms**: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) use Contractor's documentation.

    No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

   Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity, except as permitted by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or at the Purchasing Entity's written request. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

   a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

   b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

   c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

   d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be agreed to by the Participating

Entity and the Contractor and identified in the ordering document issued against the Master Agreement, or the SLA.

e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any confirmed security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Contractor will report data breaches and take all other required actions as required by, and in accordance with, all applicable State and Federal data breach notification laws.

    a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

    b. Security Incident Reporting Requirements: The Contractor shall report a confirmed security incident where Personal Data has been accessed, disclosed, or acquired without proper authorization or contrary to the applicable data protection laws, to the Purchasing Entity identified contact immediately as soon as possible or promptly without reasonable delay, or as defined in the SLA.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Purchasing

Entity's content that is subject to applicable data breach notification law, the Contractor shall (1) within 72 hours or promptly without reasonable delay notify the appropriate Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

    b. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. **Notification of Legal Requests**: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement, or applicable Participating Addendum, Contractor shall implement an orderly return of Purchasing Entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract its data and the subsequent secure disposal of the Purchasing Entity's data consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any Services or agreement in entirety, and unless otherwise agreed upon by Contractor and Purchasing Entity, the Contractor shall not take any action to intentionally erase Purchasing Entity's data for a period of:

   - 10 days after the effective date of termination, if the termination is in accordance with the contract period.
   - 30 days after the effective date of termination, if the termination is for convenience;
   - 60 days after the effective date of termination, if the termination is for cause, or

   After such period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity's data and shall thereafter, unless legally prohibited, delete all Purchasing Entity's data in its systems or otherwise in its possession or under its control consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. The scope and rate of Transition services will be consistent with Contractor's general practices associated with the Product and provided at then current rates established in the Master Agreement unless otherwise provided in the Order.

e. Except as required for audit and defense purposes or to preserve a system of record, upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

    a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

    c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

    a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports may include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA") and subject to third party non-

disclosure requirements, Contractor will make available an unredacted version of the audit report or the letter of authority to operate for the applicable FedRAMP solutitons, upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. If the SaaS Services are provided using a third party data center, Contractor will provide available compliance reports for that data center.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

    So long as Purchasing Entity is timely paying the subscription fees or has a maintenance and support agreement in effect, Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

    No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

    Contractor will notify the Purchasing Entity of any major update or upgrade as specified in the Order.

13. **Security:** As requested by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NDA is signed, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** As requested in writing by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NDA is signed, the Contractor shall make available a business continuity and disaster recovery plan. Should a Purchasing Entity request a client-specific disaster recovery test, Contractor will work with Purchasing Entity to schedule and execute such a test on a mutually agreement schedule. At Purchasing Entity's written request, Contractor will provide test results to Purchasing Entity within a commercially reasonable timeframe after receipt of the request.

19. **Compliance with Accessibility Standards**: If applicable, Purchasing Entity and Contractor will agree to the applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity and include applicable standards in the ordering document issued against the Master Agreement.

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall encrypt data at rest consistent with AES standards or better. If Purchasing Entity has specific requirements for encryption of data at rest, those requirements will be set forth in the Order.

22. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) use Contractor's documentation.

    No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Scope of Work

Contractor – Tyler Technologies, Inc.

I. Awarded Scope / Executive Summary

The scope of this contract award includes the following category(ies):

> Category 1 – Platform Management - A software solution that will offer a variety of applications to help customers (i.e., public entities) manage systems across platforms. Platform management will answer questions and contain solutions that remember, remind, and respond to users.
>
> Category 2 – Master Data Management - A software solution that will provide the means to associate various records pertaining to an individual. Includes technology to ensure uniformity and accuracy of master data assets and coordination of data across all platforms. Allows a public entity to create and manage a central, persistent system of record or index of record for master data. Solution supports ongoing master data stewardship and governance requirements through workflow-based monitoring and corrective-action techniques.

Additional Value Add Items / Services may be offered by Contractor within the Award Category listed above. Such value-added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

II. Value Add Solutions

a. Value Add Items

Value Added Item #1: Payment Processing/Merchant Services

How will this add value? The NIC Enterprise Framework includes the NIC Payment Platform and the ability for Tyler to provide merchant services on a fee basis. NIC's payment services minimizes the participating entity's PCI exposure, provides one centralized system and reporting for all payment channels, and features chargeback and return management as well as robust agency support.

Documented Performance: The NIC Payment Platform's footprint accounts for more than 176 million Americans representing 54% of the U.S. population. In 2020, the platform securely processed 400 million online transactions for more than $24 billion on behalf of government. As a Payment Facilitator, and by leveraging the NIC Payment Platform, we are positioned to carry the bulk of responsibility for managing PCI compliance. This model significantly reduces the agency's PCI reporting burden and ensures that citizens can transact business securely.

Cost Impact (%): Cost per transaction **Schedule Impact (%):** None

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Value Added Item #2: Cash Payment Acceptance through Fiserv CheckFreePay

How will this add value? An in-person payment option integrated with the NIC Enterprise Framework that makes payment easier and more convenient for residents who either prefer to pay with cash or do not have a bank account. Residents will be able to make payments in cash at any CheckFreePay® agent location, which include thousands of retailers, convenience stores, grocery stores and neighborhood bodegas.

Documented Performance: The in-person cash payment option launched in Arkansas in late September, allowing Pulaski County residents to pay their property taxes in-person with cash at approximately 30 retail sites in the county, including Walmart and Kroger locations. The option was met with excitement with more than $300,000 in cash payments collected on behalf of the county within the first few weeks. One week after rolling out in Pulaski County, the state of Arkansas expanded the CheckFreePay solution to all 50 counties.

Cost Impact (%): Cost per transaction **Schedule Impact (%):** None

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Value Added Item #3: Professional Services

How will this add value? Tyler can provide professional project management, development, integration, QA, and training resources to develop new or enhance existing services to interact with the platform and to operate and maintain custom services.

Documented Performance: Tyler's NIC resources have experience developing, operating, and maintaining 19,000 digital government services currently in production across 32 states and several federal agencies representing more than 7,800 government agency partners.

Cost Impact (%): TBD based on scope **Schedule Impact (%):** No effect on platform timing

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Value Added Item #4: IDEMIA Identity Document Capture & Verification (ID&V)

How will this add value? With ID&V, governments can mitigate fraud within digital services such as unemployment claims, Medicaid enrollment, etc. This solution could be added to NIC's Enterprise Foundation Platform as a means of secure identity verification to interact with government.

Documented Performance: IDEMIA launched ID&V for the Oklahoma Employment Security Commission to reduce their exposure to the high volume of fraudulent claims filed at the outset of the COVID-19 pandemic. The solution has empowered the Commission to process claims more efficiently and distribute benefits faster while reducing fraud.
Cost Impact (%): Varies by deployment **Schedule Impact (%):** 5-10%

Value Added Item #5: Lexis Nexis Risk Defense Platform (RDP))
How will this add value? The platform provides a central connection point that provides a robust set of fraud and identity management tools for the NIC Enterprise Foundation Platform.
Documented Performance: The Kansas Department of Labor (KDOL) implemented RDP which enabled them to take a multi-layered approach to identity proofing. This identity system enabled KDOL to transition analysts from fighting fraud to focusing on the real mission of the agency – getting legitimate claimants paid the benefits they are owed. In late April, KDOL had ~163,500 total claimants attempt authentication and 55,000 failed the RDP ID proofing.
Cost Impact (%): Varies by deployment **Schedule Impact (%):** 5-10%

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b. Value Add Solutions That Involve Third-Party Software Solutions

Contractor must be the original software publisher of the solutions offered within its Awarded Scope. Contractor may nonetheless submit value added solutions that involve third-party software solutions. As Contractor chooses to offer third-party software solutions as part of its value-added offerings any third-party end user licensing agreements (distributed with such software) are included in this Master Agreement through Attachment E.

The third party end user license agreements will be at the discretion of each Participating State or Participating Entity to review, negotiate and/or utilize these documents within their Participating Addendum. Purchasing Entities that acquire third-party software solutions shall be subject to the end user licensing agreements distributed with such software, unless otherwise stated in a Participating Addendum or as negotiated between the Purchasing Entity and third-party software provider.

III. Service Approach.

Tyler's wholly owned subsidiary, NIC, will implement a service approach for the NIC Enterprise Foundation Platform founded on a single goal – to empower any government customer to better engage with their constituents using the same powerful platform technologies

that we use to deliver award-winning digital government solutions to our government partners. We have structured our service approach and product suite to make adoption of the NIC Enterprise Foundation Platform quick and easy. In this portion of our proposal, we summarize our service approach throughout the service lifecycle.

Procurement Support

NIC will perform proactive outreach to participating state and local government entities to educate them on the capabilities of the NIC Enterprise Foundation Platform and how they can use the NASPO contract vehicle to obtain these capabilities. Similarly, we will reactively support inquiries from NASPO participants in selecting the best technology for meeting their objectives.

Service Enrollment

Once a NASPO participant decides to engage and begin using the NIC Enterprise Foundation Platform, an account manager will immediately be assigned and will begin direct engagement with the government customer. During engagement kickoff, our account manager will provide the government with detailed information on the enrollment process, the responsibilities of the government, and the enrollment timeline. Additionally, NIC will negotiate the agreement with the Participating Entity that establishes the relationship between the parties including usage terms, ownership rights, liability limitations, and service costs. If NIC is to perform payment processing on behalf of the government, and payment processing agreement will need to be executed as part of enrollment.

Financial Platform Setup

The NIC Payment Platform is a dependency of many modules of the NIC Enterprise Foundation Platform including Gov2Go®, AccessGov™, and TeleGov™. Accordingly, provisioning and setup of the NIC Payment Platform is typically one of the first steps in our service delivery approach. Though platform modules are dependent on the NIC Payment Platform, our payment technologies are extremely flexible to support a variety of processing and flow-of-funds scenarios. The NIC Payment Platform can process payments through merchant accounts that we provide and manage or by integrating with merchant accounts provided by the government. Accordingly, the exact approach to setup of our financial platform for a new government will vary based on the processing and flow-of-funds model selected. Baseline provisioning and configuration, though, typically takes around a week to complete.

Module Provisioning

In parallel with the provisioning of the NIC Payment Platform, NIC will provision the appropriate modules of the NIC Enterprise Foundation Platform including Gov2Go®, AccessGov™, and TeleGov™, along with payment platform modules such as Prompt Pay and OntheGo® Pay. The assigned NIC account manager will coordinate with the government regarding module configuration options and work with the product teams associated with each module to ensure that module provisioning is correctly performed and validated before turnover to the government.

Training

Training for the NIC Enterprise Foundation is typically provided asynchronously through electronic training materials. These training materials include user guides, integration guides, training videos, tutorials, and development examples. Our goal is to empower the users of the platform to learn at their own pace the things they need to know to be productive in their job role. To assist with staff self-training, development environments are provided for all platform modules to allow product exploration, practice, and experimentation. Beyond electronic training materials, platform users can engage customer support when needed with any questions they encounter during their electronic training. Additionally, direct synchronous training can be provided as a value-added option by engaging NIC professional services if the government prefers a more traditional approach to training staff. As an example, AccessGov™ offers an online training and support portal with video content and tutorials to assist government users.

Support

NIC provides customer support for each component of the NIC Enterprise Platform. We understand that importance of supporting our government customers and pride ourselves in providing effective customer service. Governments can engage support by phone or through electronic channels such as email or chat. Support for user inquiries and issues is provided during normal business hours – 8am to 8pm ET Monday through Friday. Support for operational issues is provided continuously 24 hours a day 7 days a week. The cost of support is included in the pricing of each platform module. Our support teams employ best practices from ITIL for service management and manage all service cases in our modern IT service management tool. We track support metrics and actively seek feedback from those engaging support to inform our customer support continuous improvement process.

Service Operations

The NIC Enterprise Platform consists of Software-as-a-Service and Platform-as-a-Service components. NIC is responsible for the operation, performance, availability, and security of the platform including all software and hosting infrastructure. All platform modules are hosted in the

cloud with the exception of the NIC Payment Platform which is hosted in a high-security private datacenter facility. NIC provides for operational management 24x7x365. Customers will be notified in advance of any planned maintenance outages, though these are rare due to the architecture of the platform and hosting infrastructure. The availability and performance of the system is monitored continuously, and operational issues detected by monitoring or reported by customers are investigated and resolved following our incident response process. Platform customers receive timely status updates during operational impairments or outages.

Ongoing Service Development

Though most modules of the NIC Enterprise Foundation Platform are completely self-service, Gov2Go® services require collaborative development between NIC and the government partner. Accordingly, the Gov2Go® subscription includes a block of development services that the government can use to have new Gov2Go® services designed and implemented on the Gov2Go® platform. Because Gov2Go® services can vary greatly in complexity, this block of development hours allows our customers to drive a continuous stream of new value to their Gov2Go® deployment through the development of services requiring differing amounts of development services. Customers may elect to purchase additional development services as needed by engaging NIC professional services to increase the rate at which new Gov2Go® services are deployed. If desired by the government, a local team of marketing, development, and operational professionals can be incorporated into the service offering.

Upgrades

The NIC Enterprise Foundation Platform is a fully managed platform. Modules of the platform follow regular upgrade cycles where new releases of the software and adjustments to the hosting infrastructure are made on at least a monthly basis. Most updates require no changes to the government solutions built upon the platform, but major upgrades of platform modules may require solution upgrades. When this is the case, NIC will provide the government with sufficient time to make the necessary changes and will work with impacted customers to validate changes against an acceptance environment already upgraded to the new version.

Service Termination

Though we never like to part ways with a government customer, we understand that changes in priorities and strategies may require such a termination of service. NIC never owns the government's data and therefore we include terms in our service agreements for turnover of all government data upon termination of service. Prior to service termination, the NIC account manager will work with the departing tenant to coordinate the timing of service termination and the transfer of government data in an agreed upon format.

IV. Service Assumptions

Tyler has made the following service assumptions while packaging and pricing the NIC Enterprise Foundation Platform for NASPO.

- Potential NASPO purchasers include state and local governments, in the United States, Canada, and participating international entities including educational institutions and quasi-governmental entities.
- Tyler will have the ability, if needed, to add or remove platform modules to our service list over the term of the NASPO contract to reflect the evolution of the NIC Enterprise Foundation Platform, new offerings, and changes to market pricing.
- The NIC Payment Platform will be used to process payments originating from all NIC Enterprise Foundation Platform modules (i.e., Gov2Go®, AccessGov™, TeleGov™, OntheGo® Pay, and Prompt Pay) so Tyler will not be required to integrate our engagement technologies with an external payment gateway unless contracted to do so as a value-added service.
- Payment processing will be conducted using merchant accounts and backend payment processors already supported by the NIC Payment Platform so Tyler will not need to integrate our payment gateway with any new backend processors.
- If the government is the merchant of record for merchant accounts used for payment processing, the government will be responsible for payment of processing fees and for supporting chargebacks that occur against those merchant accounts.
- When contracting services from Tyler, the government customer will negotiate an agreement that contains the contract terms for the provided services.
- Government customers will receive a monthly invoice from Tyler identifying module subscription costs and any additional charges accrued for the previous month, including any agreed upon value-added services, and will remit payment for this invoice electronically in a timely manner according to the contract terms.
- Delivery projects associated with the platform services we provide will be executed using our own project management methodologies and toolsets.

V. Roles, Responsibilities, & Exceptions

Our service plan and approach strive to make use of the NIC Enterprise Foundation Platform easy for the government, placing the operational responsibility on Tyler's teams allowing the government to focus on using the platform to deliver new engagement solutions to their constituents. In this section of our proposal, Tyler outlines the divisions of roles and responsibilities between Tyler and the government entity procuring the NIC Enterprise Foundation Platform.

Roles and Responsibilities for Tyler

Tyler's NIC division, as the service provider for the NIC Enterprise Foundation Platform, will be responsible and accountable for the following:

- Engage with the government to negotiate a Participant Agreement outlining desired services, pricing, terms and conditions, and any other specifics desired by the entity.
- Support and participate in information gathering, technology evaluation, and secondary procurement processes conducted by the government.
- Assign an account manager for each engagement to coordinate the service enrollment process with the government, oversee delivery activities, and serve as a single point of contact for the government.
- Develop, test, operate, and maintain the platform software including making fixes and enhancements to existing modules and creation of new platform modules.
- Build, monitor, maintain, secure, and evolve the production hosting environments for platform modules.
- Measure, track, and report on service levels including service availability.
- Investigate and resolve operational and security incidents, communicating status to the impacted government customers during incidents.
- Maintain and provide access to testing and user acceptance hosting environments to facilitate training of government staff and ongoing development of new solutions on the platform by the government.
- Provide government customers with agreed upon Tier-I, Tier-II, and Tier-III technical and government user support through phone and electronic support channels.
- Maintain a library of training materials for each module of the platform including user guides, integration guides, tutorials, and instructional multimedia assets.
- Provide optional direct and train-the-trainer training when requested.
- Configure the NIC Payment Platform to process credit and debit card payments using merchant accounts that we provide or that the government provides.
- When collecting funds on behalf of the government using NIC provided merchant accounts:
    - Provision and manage merchant accounts and backend processor arrangements.
    - Perform deposit reconciliation and transfer of funds to the appropriate government bank accounts according to an agreed upon disbursement schedule.
    - Manage chargeback procedures and representments.
    - Invoice government for merchant processing costs, if applicable.
- When collecting funds using government provided merchant accounts:
    - Collaborate with our backend processor to connect government merchant accounts to the NIC Payment Platform
    - Provide reporting and research tools to the government to facilitate deposit reconciliation, accounting, refunds, and chargeback processing
- Maintain PCI DSS security certification of all systems, applications, networks, and supporting business processes which fall within PCI DSS scope.
- Where appropriate, procure and distribute point-of-sale payment terminals and mobile payment peripherals which are preinjected with appropriate encryption keys.
- Collaborate with the government to design and implement new Gov2Go® services.
- Connect Gov2Go® services with supporting API endpoints provided by the government.

- Collaborate with the government to populate Gov2Go®'s service directory and support the maintenance of this directory ongoing.
- Invoice the government for the costs of the Enterprise Foundation Platform and enrolled modules.

Roles and Responsibilities for the Government

While Tyler operates, manages, and evolves the NIC Enterprise Foundation Platform, the government is primarily responsible for solution development on top of the platform. Therefore, the government is responsible and accountable for the following:

- Complete platform user agreements during the enrollment process.
- Work with Tyler to configure platform modules and options based on anticipated use scenarios.
- Provide Tyler with the necessary information to establish merchant accounts or provide Tyler with information on existing merchant accounts that will be used for payment processing.
- Validate solutions developed on the platform against testing environments prior to launch into production.
- Identify and allocate staff for training on platform modules using the training materials provided by Tyler and/or engage Tyler for optional direct or train-the-trainer training services.
- Engage Tyler platform support to report operational issues and to get assistance with user and account questions.
- Pay all merchant processing fees and handle credit card chargeback processing if using the government's own merchant accounts.
- Reconcile payment deposits against transaction reports from the NIC Payment Platform if using the government's own merchant accounts.
- Build out AccessGov™ content portals and form-based services using the AccessGov™ solution builder tools.
- Provide Tyler with metadata on services that should be included in the initial Gov2Go® service directory and ongoing provide metadata on new services that should be added to Gov2Go®.
- Collaborate with Tyler to design and implement new Gov2Go® services.
- Provision, secure, and operate integration endpoints for use with Gov2Go® and AccessGov™ services developed on the platform.
- When using OntheGo® Pay, the government will provide and maintain commodity iOS or Android devices for field agents collecting mobile field payments.
- Procure, distribute, and maintain point-of-sale terminals and mobile payment peripherals.

Expectations

Tyler expects our government customers to operate in good faith and within the bounds of agreements executed during platform enrollment. Additionally, Tyler expects that the

government pay invoices in a timely manner according to the established agreements and contracts.

VI. Risk Management Plan

Tyler's risk management process begins with risk management planning for each individual Purchase Order to finalize the risk management approach to be used on the project, define the program-specific risk assessment criteria, and initialize our risk register. Next, we execute the risk management cycle, which starts with identifying the potential sources of risks both initially and on an ongoing basis. Identified risks are then assessed against the project's risk assessment criteria and appropriate risk mitigation strategies, response plans, and trigger events for each risk are developed. Based on the developed response plans we then monitor for risk event occurrence, monitor the performance of risk response plans, and provide risk reporting to stakeholders. Our risk management process is iterative, so we continually identify, assess, plan, monitor, and control new project risks as they are encountered during planning and work iterations.

Risk #1 Description: The platform is unable to scale to meet unexpected spikes in usage

Solution/Risk Mitigation: Build the platform using cloud-native architecture, dynamic scaling capabilities, and formal capacity planning

Documented Performance with Solution to Risk #1: Modules of the platform are architected to scale automatically based on load whenever possible and adhere to best practices for capacity planning and management when automatic scaling is not available. For example, Gov2Go® was designed in the Microsoft Azure cloud to meet high demands for government services with more than 3.6 million users nationwide and averaging about 1.1 million active monthly users. These users access Gov2Go® in waves and thus the system was engineered to automatically scale to meet unexpected usage surges. Gov2Go® uses a microservices architecture with dynamic auto-scaling built in, along with sophisticated monitoring and notification capabilities that alert appropriate resources as various scaling thresholds are met. Virginia implemented Gov2Go® for Pandemic Unemployment filings, which has commonly seen surges of 5x, and up to 10x the number of active users in a 30-minute period without performance degradation**.** Similarly, TeleGov™ is a multi-tenant solution that also encounters unexpected spikes in usage, such as with COVID-19 vaccination scheduling. TeleGov™ mitigates scaling risks by using autoscaling features of the cloud and using geographically separated regions to distribute load.

Risk #2 Description: Cost and resource availability prohibits migration and integration of existing services with a new platform

Solution/Risk Mitigation: Use Gov2Go® to include and augment existing service portfolio

Documented Performance with Solution to Risk #2: Government agencies and departments have invested significant time and money to build their current online services, and it is not always feasible to invest significant time and resources in a short amount of time to migrate those services into a central experience for citizens. To mitigate this, Gov2Go® was designed to provide lighter integrations that can augment current online government services. In Iowa, the initial integration plan was to migrate all online services into a Gov2Go® directory and then add to the capabilities over time to include a timeline of events, reminders, notifications, a wallet of payment methods, and a repository of receipts and documents. The team was able to create a service directory with 574 services and launch the new Iowa citizen engagement portal in less than 60 days. Also, the team implemented 30 low-code applications and migrated 32 payment applications in the first 90 days. All of this with no impact on services and minimal agency resource utilization.

Risk #3 Description: Requirements for forms and business processes may change frequently requiring frequent changes be made to digital services

Solution/Risk Mitigation: Allow customers to build and manage their own form-based services and make modifications as required.

Documented Performance with Solution to Risk #3: AccessGov™'s intuitive form builder and flexible data source integration empowers government staff to manage their own digital services. In Montana, the Department of Public Safety used AccessGov™ to replace and enhance an existing custom service that took 3 months to develop in about 45 minutes. Prior to AccessGov™, a customer was forced to request updates from the development team and wait for a new release before the changes were incorporated. Now they are able to quickly make changes to the forms, workflow, and data integration on their own and realize these changes immediately.

Risk #4 Description: Unplanned office closures

Solution/Risk Mitigation: Utilizing TeleGov™ for appointments to seamlessly manage office closures.

Documented Performance with Solution to Risk #5: Since September 2020, eight states have implemented TeleGov™. Customers have scheduled over 2.1 million appointments through this platform, including 500,000 COVID-19 vaccination appointments. Unanticipated office closures resulting from weather and pandemic-related events have been an ongoing risk and TeleGov™ has built-in functionality to address office closures, including the bulk cancellation of a block of appointments and the ability to transition from in-person to phone or virtual meetings seamlessly. Customers automatically receive a notification if their appointment has been canceled or transitioned to a telephone or video appointment.

VII. Deliverables

Category 1 - The primary deliverable of the Enterprise Foundation Platform is access to a set of tools that will help public entities, either on their own or with support from Tyler Technologies, to create, manage, and expand upon a variety of digital government services. Public entities will be given training and support to engage with the platform and services. Specifics of the end deliverables will be outlined in each Purchase Order and supporting scope of work.

Access to the platform is provided based on a cost per user/tenant basis with a population-based assumptions. Prices may vary based on usage over the life of the contract.

Implementation Process: For all full-scale migrations and implementations, Tyler Technologies' process follows two phases: 1) Discovery and 2) Implementation - which offers our customers the technical expertise and platform, as well as the consultation and models that ensure adoption and utility, not merely a launched platform. This implementation approach is designed not only to meet our Customers' immediate goals, but also to ensure that, through this partnership, Tyler imparts best practices around setting up and establishing a robust and lasting data program, including:

- Establishment of a robust centralized data platform that pulls in best practices for data prioritization, data structuring, visualization, storytelling, and performance data reporting.
- Discovery, planning, and consulting on the development of visualizations, reports, and dashboards that facilitate deeper analysis and enhance insights into progress against key initiatives.
- Ongoing education and enablement of team members to support data reporting, progress tracking, storytelling, and analysis. Tyler will maintain an ongoing Training Plan to identify education and enablement sessions that will help staff build upon their skills on the platform.
- Creation of data automation processes and data governance frameworks.

Phase 1: Discovery: Setting the foundation for data program (current and future state)

Phase 1 will establish foundational processes and best practices (i.e., both business and technical) for the data program. Priorities for Discovery include:

- In-depth prioritization of current and future-state analysis needs;
- Mapping of stakeholders' business, information, reporting and analysis needs to solution elements;
- Identifying data integration and automation needs;
- Identifying needs for standardized data reporting formats;
- Identifying data governance needs to establish a sustainable process for data identification, data transfer, data quality, oversight of the metric development and progress sharing, as well as metadata standards.

Key activities and deliverables include:

1. Kickoff Meeting: Tyler staff will work closely with the Customer team to identify key stakeholders that must be involved in this discussion. The Tyler team will want to ensure full representation of the appropriate team members to account for the information needs, business objectives, and unique requirements of specific stakeholders and / or divisions. Tyler will review and refine the Program Plan, which will guide all activities throughout the duration of this project.
2. Analysis of Current Data Environment / Assessment of Current Activities: Tyler will review all work conducted to-date on the existing contract, including feature requests, and longer-term goals for the solution.
3. Documentation of Business Requirements: This task will identify all business requirements for the solution, and Tyler will couple this activity with the identification of all relevant use cases to inform new data queries and visualizations, reporting, dashboard needs, etc.
4. Access Considerations and Security Requirements: Tyler will review all access and security considerations for the platform, including user permissions, group workflows, audit trails, security testing required, etc.
5. Data Governance Structure: Includes all necessary workflows, user permissions, and data governance requirements.
6. Solution Design and Program Strategy Assessment: All work conducted and captured during Phase I will be built into a comprehensive Solution Design Document, which accounts for all identified requirements and the supporting success criteria for implementation and deployment.

Phase 2: Implementation

Phase 2 will include the implementation of all requirements outlined in Phase 1 and will incorporate regular quality assurance testing and refinement. We will also identify ongoing enablement and knowledge transfer that is required, which we will document in a training plan to be used for ongoing enablement and support sessions with Customer staff.

Key activities and deliverables include:

1. Education and Training Plan: Each Customer team member will receive a Training Plan that is tailored to the person's specific role in the project.
2. Review of Solution Design and Program Planning: Tyler and Customer staff will confirm the technical approach and all business requirements / use cases to be met during implementation.
3. Data Governance Framework: Tyler will work directly with Customer staff to identify governance requirements and required roles, responsibilities, and user permissions for the system. These will provide ongoing capturing of responsibilities to specific functions, such as metadata standards and rules for completeness, data automation, and publishing pipeline development.
4. Data Standardization, Automation, & Integration: We will focus on establishing data reporting standards, as well as best practices for structuring data collection formats, data workflows, data integration touchpoints, user roles and permissions, and metadata standards.
5. Preparation of Solution Stage: The Tyler team will ensure the solution is fully integrated with all required source systems and accounts for all business requirements, use cases, and success criteria established during Phase 1.
6. Quality Assurance Testing & Refinement: Tyler is committed to delivering the highest quality solutions and services to our clients, our team will conduct both comprehensive internal QA testing, as well as client-facing acceptance testing to identify and resolve any technical issues within our solution. Quality assurance testing is guided by a formal list of acceptance criteria, which will enable our collective teams to ensure that all functionality is aligned with the agreed-upon requirements.
7. Deployment "Go Live" and Full Acceptance: The Production stage of the program includes the Customer's validation that the solution meets the success criteria identified during the Discovery stage in Phase 1. Tyler will also work with Customer team members to chart a roadmap that will outline long-term goals and milestones required to accomplish those goals.

Full-scale implementations typically take approximately 8-12 weeks.

VIII. Financial Summary

Category 1:

Tyler promises flexibility to all our government partners and plan to incorporate the specific billing details into each Purchase Order. Generally, we envision three billing scenarios for the Citizen Engagement Platform.

1. Implementation plus Monthly SaaS fees – Tyler would bill the entity directly on a monthly basis in arrears for activity during that month.
2. Value added Payment Processing – Tyler would either
    a. Collect all transaction fees from users and deposit entity fees according to the Purchase Order, or
    b. All transaction fees go directly into entity accounts and Tyler would bill on a monthly basis for the previous month's transactions.
3. Value added professional services will also be billed monthly in arrears.

Category 2:

Tyler Technologies comprises numerous divisions and public sector software spanning six categories: appraisal and tax software and services; integrated software for courts and justice systems; enterprise financial software; planning and regulatory software; public safety software; and records/document management solutions for schools.

The products and solutions we offer to our customers require a pricing and billing structure that directly aligns with that SOW and solution offering. As such, we do not have a standardized billing structure that is used consistently across Tyler contracts.

Pricing for Category 2 will be based upon Monthly Active Users (MAU), external API Calls, alerts, and data storage - this will account for platform pricing, along with support and education packages. We will review pricing with the Customer prior to contract award.

IX. Contractor Contact List

Category 1 –

Primary POC: Tamara Dukes, VP, Partnership Solutions, 978.790.4799, tamara.dukes@tylertech.com

For MT, OR, ID, UT, NM, KY, NJ, CO: Rich Olsen, VP, Enterprise Operations, 801.413.9853, rich.olsen@tylertech.com

For TX, OK, AR, LA, MS, AL, WV: Winn McInnis, SVP, Enterprise Operations, 601.813.9535, winn.mcinnis@tylertech.com

For KS, NE, IA, IN, IL, VA, PA, RI: Scott Somerhalder, SVP, Enterprise Operations, 913.302.3143, scott.somerhalder@tylertech.com

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

	Core Platform Pricing	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (>10M)	$100,000 Implementation fee + $75,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (5M-10M)	$100,000 Implementation fee + $65,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (1M-5M)	$100,000 Implementation fee + $50,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (<1M)	$100,000 Implementation fee + $30,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing for municipalities (500k-1M)	$75,000 Implementation fee + $20,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing for municipalities (250k-500k)	$50,000 Implementation fee + $15,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing for municipalities (<250k)	$50,000 Implementation fee + $12,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing (>10M)	$50,000 Implementation fee + $75,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing (5M-10M)	$25,000 Implementation fee + $50,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing (1M-5M)	$12,000 Implementation fee + $24,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing (<1M)	$10,000 Implementation fee + $15,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing for municipalities (500k-1M)	$5,000 Implementation fee + $10,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing for municipalities (-250k500k)	$5,000 Implementation fee + $7,500/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ Module) - population-based pricing for municipalities (<250k)	$5,000 Implementation fee + $6,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov ™ eSign) - transaction-based pricing	$0.50/per signature
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing (>10M)	*$70,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing (5M-10M)	*$55,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing (1M-5M)	*$40,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing (<1M)	*$25,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing for municipalities (500k-1M)	*$20,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing for municipalities (250k-500k)	*$17,500/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go® Module) - population-based pricing for municipalities (<250k)	*$15,000/mo +$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (TeleGov™ Module) - location-based pricing	$10,000 annual fee (per location) + $0.25 (per appointment)
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Regulatory Licensing & Permitting Module)	$1M Annual licensing fee plus maintenance and operation and Implementation Costs (Dependant on Requirements and Data Conversion and based on professional services rates) AND/OR up to $10 per transaction
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (>10M)	$150,000 Implementation fee + $20,000 per Gov2Go workflow + $200,000/mo +$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (5M-10M)	$120,000 Implementation fee + $20,000 per Gov2Go workflow + $150,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (1M-5M)	$100,000 Implementation fee + $20,000 per Gov2Go workflow + $120,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (<1M)	$75,000 Implementation fee + $20,000 per Gov2Go workflow + $50,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (500k-1M)	$70,000 Implementation fee + $20,000 per Gov2Go workflow + $45,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (250k-500k)	$65,000 Implementation fee + $20,000 per Gov2Go workflow + $30,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (<250k)	$50,000 Implementation fee + $20,000 per Gov2Go workflow + $25,000/mo + $0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations + local team) - transaction-based pricing	Up to $10/transaction
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Single Module + Foundations) - transaction-based pricing	Up to $5.00 per transaction
Tyler Technologies	Case Management Development Platform	

	Case Management Development Platform, Foundation - Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
	SaaS Case Management Development Platform Foundation (Shared Environment) - 5 Concurrent Users (annual cost)	TF-CSFS-01	$ 47,823.39	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 10 Concurrent Users (annual cost)	TF-CSFS-02	$ 76,082.68	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 25 Concurrent Users (annual cost)	TF-CSFS-03	$ 99,124.86	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 50 Concurrent Users (annual cost)	TF-CSFS-04	$ 143,035.43	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 75 Concurrent Users (annual cost)	TF-CSFS-05	$ 186,946.00	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 100 Concurrent Users (annual cost)	TF-CSFS-06	$ 209,988.19	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 125 Concurrent Users (annual cost)	TF-CSFS-07	$ 243,464.57	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 150 Concurrent Users (annual cost)	TF-CSFS-08	$ 276,940.94	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 175 Concurrent Users (annual cost)	TF-CSFS-09	$ 310,417.32	
	SaaS Case Management Development Platform Foundation (Shared Environment) - 200 Concurrent Users (annual cost)	TF-CSFS-10	$ 333,459.51	
	Case Management Development Platform Foundation with Access- Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 5 Concurrent Users (annual cost)	TF-CSACS-01	$ 67,821.84	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 10 Concurrent Users (annual cost)	TF-CSACS-02	$ 116,079.57	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 25 Concurrent Users (annual cost)	TF-CSACS-03	$ 155,120.51	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 50 Concurrent Users (annual cost)	TF-CSACS-04	$ 231,028.60	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 75 Concurrent Users (annual cost)	TF-CSACS-05	$ 306,936.68	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 100 Concurrent Users (annual cost)	TF-CSACS-06	$ 345,977.63	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 125 Concurrent Users (annual cost)	TF-CSACS-07	$ 403,452.14	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 150 Concurrent Users (annual cost)	TF-CSACS-08	$ 460,926.65	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 175 Concurrent Users (annual cost)	TF-CSACS-09	$ 518,401.17	
	SaaS Case Management Development Platform Foundation with Access (Shared Environment) - 200 Concurrent Users (annual cost)	TF-CSACS-10	$ 557,442.11	
	Case Management Development Platform, Advanced - Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

SaaS Case Management Development Platform Advanced (Shared Environment) - 5 Concurrent Users (annual cost)	TF-CSAVS-01	$	93,907.32	
SaaS Case Management Development Platform Advanced (Shared Environment) - 10 Concurrent Users (annual cost)	TF-CSAVS-02	$	166,424.56	
SaaS Case Management Development Platform Advanced (Shared Environment) - 25 Concurrent Users (annual cost)	TF-CSAVS-03	$	225,100.06	
SaaS Case Management Development Platform Advanced (Shared Environment) - 50 Concurrent Users (annual cost)	TF-CSAVS-04	$	338,797.10	
SaaS Case Management Development Platform Advanced (Shared Environment) - 75 Concurrent Users (annual cost)	TF-CSAVS-05	$	452,424.14	
SaaS Case Management Development Platform Advanced (Shared Environment) - 100 Concurrent Users (annual cost)	TF-CSAVS-06	$	511,833.33	
SaaS Case Management Development Platform Advanced (Shared Environment) - 125 Concurrent Users (annual cost)	TF-CSAVS-07	$	597,503.31	
SaaS Case Management Development Platform Advanced (Shared Environment) - 150 Concurrent Users (annual cost)	TF-CSAVS-08	$	684,085.48	
SaaS Case Management Development Platform Advanced (Shared Environment) - 175 Concurrent Users (annual cost)	TF-CSAVS-09	$	770,570.64	
SaaS Case Management Development Platform Advanced (Shared Environment) - 200 Concurrent Users (annual cost)	TF-CSAVS-10	$	829,785.13	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
Case Management Development Platform, Foundation - Dedicated Environment				
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSFD-01	$	63,039.93	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSFD-02	$	91,299.22	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSFD-03	$	114,341.39	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSFD-04	$	158,251.97	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSFD-05	$	202,162.54	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSFD-06	$	225,204.72	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSFD-07	$	258,681.10	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSFD-08	$	292,157.48	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSFD-09	$	325,633.86	
SaaS Case Management Development Platform Foundation (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSFD-10	$	348,676.04	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
Case Management Development Platform Foundation with Access - Dedicated Environment				
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSACD-01	$	83,038.38	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSACD-02	$	131,296.11	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSACD-03	$	170,337.04	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSACD-04	$	246,245.14	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSACD-05	$	322,153.22	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSACD-06	$	361,194.16	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSACD-07	$	418,668.67	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSACD-08	$	476,143.19	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSACD-09	$	533,617.71	
SaaS Case Management Development Platform Foundation with Access (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSACD-10	$	572,658.64	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
SaaS - Case Management Development Platform, Advanced - Dedicated Environment				
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSAVD-01	$	119,623.87	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSAVD-02	$	192,141.10	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSAVD-03	$	250,816.59	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSAVD-04	$	364,513.64	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSAVD-05	$	478,140.68	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSAVD-06	$	537,549.86	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSAVD-07	$	623,219.84	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSAVD-08	$	709,802.02	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSAVD-09	$	796,287.18	
SaaS Case Management Development Platform Advanced (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSAVD-10	$	855,501.66	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
Case Management Development Platform, Analytics - Shared Environment				
SaaS Case Management Development Platform Analytics (Shared Environment) - 5 Named Users (annual cost)	TF-CSANS-01	$	6,500.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 10 Named Users (annual cost)	TF-CSANS-02	$	13,000.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 15 Named Users (annual cost)	TF-CSANS-03	$	16,250.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 20 Named Users (annual cost)	TF-CSANS-04	$	19,500.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 25 Named Users (annual cost)	TF-CSANS-05	$	22,750.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 30 Named Users (annual cost)	TF-CSANS-06	$	26,000.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 35 Named Users (annual cost)	TF-CSANS-07	$	29,250.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 40 Named Users (annual cost)	TF-CSANS-08	$	32,500.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 45 Named Users (annual cost)	TF-CSANS-09	$	35,750.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 50 Named Users (annual cost)	TF-CSANS-10	$	39,000.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 55 Named Users (annual cost)	TF-CSANS-11	$	42,250.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 60 Named Users (annual cost)	TF-CSANS-12	$	45,500.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 65 Named Users (annual cost)	TF-CSANS-13	$	48,750.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 70 Named Users (annual cost)	TF-CSANS-14	$	52,000.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 75 Named Users (annual cost)	TF-CSANS-15	$	55,250.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 80 Named Users (annual cost)	TF-CSANS-16	$	58,500.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 85 Named Users (annual cost)	TF-CSANS-17	$	61,750.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 90 Named Users (annual cost)	TF-CSANS-18	$	65,000.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 95 Named Users (annual cost)	TF-CSANS-19	$	68,250.00	
SaaS Case Management Development Platform Analytics (Shared Environment) - 100 Named Users (annual cost)	TF-CSANS-20	$	71,500.00	

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				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
State Regulatory Suite - Dedicated Environment				
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 10 Named Users	MP-SSRSD-01		$51,546.40	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 15 Named Users	MP-SSRSD-02		$77,181.49	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 20 Named Users	MP-SSRSD-03		$84,913.45	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 25 Named Users	MP-SSRSD-04		$92,645.41	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 30 Named Users	MP-SSRSD-05		$100,377.37	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 35 Named Users	MP-SSRSD-06		$108,109.33	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 40 Named Users	MP-SSRSD-07		$115,841.29	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 45 Named Users	MP-SSRSD-08		$123,573.25	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 50 Named Users	MP-SSRSD-09		$131,305.21	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 55 Named Users	MP-SSRSD-10		$146,809.96	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 60 Named Users	MP-SSRSD-11		$154,541.92	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 65 Named Users	MP-SSRSD-12		$162,273.88	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 70 Named Users	MP-SSRSD-13		$170,005.84	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 75 Named Users	MP-SSRSD-14		$177,737.80	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 80 Named Users	MP-SSRSD-15		$184,181.10	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 85 Named Users	MP-SSRSD-16		$190,624.40	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 90 Named Users	MP-SSRSD-17		$197,067.70	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 95 Named Users	MP-SSRSD-18		$203,510.99	
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 100 Named Users	MP-SSRSD-19		$209,954.29	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
Regulatory Analytics - Dedicated Environment				
Regulatory Analytics (Dedicated Environment) - 10 Named Users	MP-SRAD-01		$3,092.79	
Regulatory Analytics (Dedicated Environment) - 15 Named Users	MP-SRAD-02		$5,412.38	
Regulatory Analytics (Dedicated Environment) - 20 Named Users	MP-SRAD-03		$7,216.50	
Regulatory Analytics (Dedicated Environment) - 25 Named Users	MP-SRAD-04		$9,020.62	
Regulatory Analytics (Dedicated Environment) - 30 Named Users	MP-SRAD-05		$10,824.75	
Regulatory Analytics (Dedicated Environment) - 35 Named Users	MP-SRAD-06		$12,628.87	
Regulatory Analytics (Dedicated Environment) - 40 Named Users	MP-SRAD-07		$14,432.99	
Regulatory Analytics (Dedicated Environment) - 45 Named Users	MP-SRAD-08		$16,237.12	
Regulatory Analytics (Dedicated Environment) - 50 Named Users	MP-SRAD-09		$18,041.24	
Regulatory Analytics (Dedicated Environment) - 55 Named Users	MP-SRAD-10		$19,845.37	
Regulatory Analytics (Dedicated Environment) - 60 Named Users	MP-SRAD-11		$21,649.49	
Regulatory Analytics (Dedicated Environment) - 65 Named Users	MP-SRAD-12		$23,453.61	
Regulatory Analytics (Dedicated Environment) - 70 Named Users	MP-SRAD-13		$25,257.74	
Regulatory Analytics (Dedicated Environment) - 75 Named Users	MP-SRAD-14		$27,061.86	
Regulatory Analytics (Dedicated Environment) - 80 Named Users	MP-SRAD-15		$28,865.98	
Regulatory Analytics (Dedicated Environment) - 85 Named Users	MP-SRAD-16		$30,670.11	
Regulatory Analytics (Dedicated Environment) - 90 Named Users	MP-SRAD-17		$32,474.23	
Regulatory Analytics (Dedicated Environment) - 95 Named Users	MP-SRAD-18		$34,278.36	
Regulatory Analytics (Dedicated Environment) - 100 Named Users	MP-SRAD-19		$36,082.48	
				Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + License Fees
Regulatory Field Inspection - Dedicated Environment				
Regulatory Analytics (Dedicated Environment) - 10 Named Users	MP-SRFID-01		$5,154.64	
Regulatory Analytics (Dedicated Environment) - 15 Named Users	MP-SRFID-02		$7,731.96	
Regulatory Analytics (Dedicated Environment) - 20 Named Users	MP-SRFID-03		$10,309.28	
Regulatory Analytics (Dedicated Environment) - 25 Named Users	MP-SRFID-04		$12,886.60	
Regulatory Analytics (Dedicated Environment) - 30 Named Users	MP-SRFID-05		$15,463.92	
Regulatory Analytics (Dedicated Environment) - 35 Named Users	MP-SRFID-06		$18,041.24	
Regulatory Analytics (Dedicated Environment) - 40 Named Users	MP-SRFID-07		$20,618.56	
Regulatory Analytics (Dedicated Environment) - 45 Named Users	MP-SRFID-08		$23,195.88	
Regulatory Analytics (Dedicated Environment) - 50 Named Users	MP-SRFID-09		$25,773.20	
Regulatory Analytics (Dedicated Environment) - 55 Named Users	MP-SRFID-10		$28,350.52	
Regulatory Analytics (Dedicated Environment) - 60 Named Users	MP-SRFID-11		$30,927.84	
Regulatory Analytics (Dedicated Environment) - 65 Named Users	MP-SRFID-12		$33,505.16	
Regulatory Analytics (Dedicated Environment) - 70 Named Users	MP-SRFID-13		$36,082.48	
Regulatory Analytics (Dedicated Environment) - 75 Named Users	MP-SRFID-14		$38,659.80	
Regulatory Analytics (Dedicated Environment) - 80 Named Users	MP-SRFID-15		$41,237.12	
Regulatory Analytics (Dedicated Environment) - 85 Named Users	MP-SRFID-16		$43,814.44	
Regulatory Analytics (Dedicated Environment) - 90 Named Users	MP-SRFID-17		$46,391.76	
Regulatory Analytics (Dedicated Environment) - 95 Named Users	MP-SRFID-18		$48,969.08	
Regulatory Analytics (Dedicated Environment) - 100 Named Users	MP-SRFID-19		$51,546.40	
Case Management Development Platform and State Regulatory Suite Professional Services Hourly Rates				
Solution Specialist		TF-PSC-01	$ 225.63	
Data Specialist		TF-PSC-02	$ 141.02	
Project Lead		TF-PSC-03	$ 141.02	
Project Coordinator		TF-PSC-04	$ 124.10	

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	Product Specialist II	TF-PSC-05	$ 135.38
	Product Specialist I	TF-PSC-06	$ 124.10
	Infrastructure Specialist II	TF-PSC-07	$ 124.10
	Infrastructure Specialist I	TF-PSC-08	$ 112.82
	Implementation Consultant III	TF-PSC-09	$ 124.10
	Implementation Consultant II	TF-PSC-10	$ 112.82
	Implementation Consultant I	TF-PSC-11	$ 107.18
	Testing Specialist II	TF-PSC-12	$ 112.82
	Testing Specialist I	TF-PSC-13	$ 107.18
	Documentation Specialist	TF-PSC-14	$ 107.18
	Case Management Development Platform Training Rates		
	Case Management Development Platform - User - 1 day at Tyler Facility	TF-CTRN-01	$534.61
	Case Management Development Platform - Administrator - 1 day at Tyler Facility	TF-CTRN-02	$594.96
	Case Management Development Platform - 100 Level Core Training - 1 day at Tyler Training Facility	TF-CTRN-05	$594.96
	Case Management Development Platform - 200 Level Core Training - 1 day at Tyler Training Facility	TF-CTRN-06	$892.44
	Case Management Development Platform - 300 Level Core Training - 1 day at Tyler Training Facility	TF-CTRN-07	$1,189.93
	Case Management Development Platform Train the Trainer Training - User - 1 day at Tyler Training Facility	TF-CTRN-03	$538.63
	Case Management Development Platform Train the Trainer Training - Administrator - 1 day at Tyler Training Facility	TF-CTRN-04	$599.42
	Professional Services Rates		
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Applications Developer	$105.41	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Backend Developer	$145.32	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Business Analyst	$106.79	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Analyst	$252.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Database Manager	$120.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Scientist	$270.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: DevOps Engineer	$112.30	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Front-end Developer	$167.85	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Full Stack Developer	$231.87	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Product Manager	$216.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Program Manager	$201.86	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Project Manager	$131.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: QA/Tester	$126.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Reporting Specialist	$157.50	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Security/Systems Engineer	$160.08	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer I	$87.23	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer II	$97.27	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer II	$113.92	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer IV	$141.39	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Technical Architect	$194.53	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer I	$96.26	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer II	$120.33	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer III	$157.43	
	Value-add Product Pricing		
Tyler Technologies, NIC Division	NIC Payment Platform (ACH Processing)	$1.00 per transaction (discounts available based on volume)	
Tyler Technologies, NIC Division	NIC Payment Platform (Credit & Debit Card Processing)	Up to $1 per transaction + 3% transaction value (discounts available based on volume)**	
Tyler Technologies, NIC Division	NIC Payment Platform (Payouts)	$1.50 per transaction	
Tyler Technologies, NIC Division	NIC Payment Platform (Card Reader Devices)	Up to $600 per device	
Tyler Technologies, NIC Division	NIC Payment Platform (Cash Payment Service)	Up to $5.00 per transaction	
Tyler Technologies, NIC Division	NIC Payment Platform (Gateway only)	Up to $0.50 per transaction	
	*Additional user fees may apply based on the incorporation of 3rd party software integrations for notifications, identity verification, etc **This rate assumes a blend of commercial and consumer card types. Additional fees may apply if the application serves only commercial entities.		
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (>3.5M)	$2.00/per user ($3,000,000 minimum)	
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (1M-3.5M)	$2.50/per user ($2,500,000 minimum)	
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (500k-1M)	$2.90/per user ($1,450,000 minimum)	
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (100k-500k)	$3.20/per user ($800,000 minimum)	
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (<100k)	$3.50/per user ($250,000 minimum)	
LexisNexis	LexisNexis Risk Solutions: InstantID Q&A	$1.30	
LexisNexis	LexisNexis Risk Solutions: FlexID	$0.25	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License	$0.28	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Verification Summary Flags	$0.35	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & Verification Summary Flags	$0.38	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ SSN Return	$0.45	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & SSN Return	$0.48	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Verification Summary Flags & SSN Return	$0.55	
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & Verification Summary Flags & SSN Return	$0.58	
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer	$0.75	
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ FraudPoint Score	$1.50	
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ Red Flags Rule Report	$1.00	
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ FraudPoint Score with Red Flags Rule	$1.75	
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer Add-On: Digital Insights	$0.05	

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LexisNexis	LexisNexis Risk Solutions: InstantID Business	$2.00
LexisNexis	LexisNexis Risk Solutions: InstantID Business Compliance	$2.50
LexisNexis	LexisNexis Risk Solutions: InstantID Business Additional Consumer Verfication Index	$0.75
LexisNexis	LexisNexis Risk Solutions: Instant Verify	$0.35
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix: Login	$0.07
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix: Account Opening	$0.55
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix Add On: Behavioral Biometrics Logins	$0.02
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix Add On: Behavioral Biometrics New Account Opening	$0.11
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score	$0.55
LexisNexis	LexisNexis Risk Solutions: FraudPoint Attributes	$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score & Attributes	$0.62
LexisNexis	LexisNexis Risk Solutions: FraudPoint Bureau Fraud Flags	$0.15
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score & Attributes w/ Red Flags Rule Report	$0.92
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score with Digital Insights Score	$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score, Digital Insights Score plus both attributes	$0.68
LexisNexis	LexisNexis Risk Solutions: FraudPoint Attributes and Digital Insights Only	$0.65
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score	$0.55
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score with FDN	$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score and attributes	$0.62
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score with FDN and attributes	$0.67
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score, Custom digital insight score plus both attributes	$0.68
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score, Custom Digital Insights Score	$0.60
LexisNexis	LexisNexis Risk Solutions: Email Risk Assessment	$0.15
LexisNexis	LexisNexis Risk Solutions: Emailage	$0.14
LexisNexis	LexisNexis Risk Solutions: One Time Password	$0.10
LexisNexis	LexisNexis Risk Solutions: Phone Finder Basic	$0.50
LexisNexis	LexisNexis Risk Solutions: Phone Finder Premium	$0.60
LexisNexis	LexisNexis Risk Solutions: Phone Finder Ultimate	$0.65
LexisNexis	LexisNexis Risk Solutions: Line Risk Assessment	$0.15
LexisNexis	LexisNexis Risk Solutions: Order Score and/or Attributes	$0.13
LexisNexis	LexisNexis Risk Solutions: Behavioral Assessment	$0.32
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service Barcode Scan	$0.17
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service FormFill	$0.62
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service: Document Authentication	$1.04
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service: Portrait Match	$0.20
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 250,000	$225,000/yr + $0.90 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 500,000	$395,000/yr + $0.79 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 1,000,000	$730,000/yr + $0.73 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 1,500,000	$1,035,000/yr + $0.69 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 2,000,000	$1,320,000/yr + $0.66 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 2,500,000	$1,550,000/yr + $0.62 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 3,000,000	$1,770,000/yr + $0.59 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 3,500,000	$1,960,000/yr + $0.56 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 4,000,000	$2,120,000/yr + $0.53 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 4,500,000	$2,295,000/yr + $0.51 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 5,000,000	$2,450,000/yr + $0.49 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 5,500,000	$2,640,000/yr + $0.48 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 6,000,000	$2,820,000/yr + $0.47 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 6,500,000	$2,990,000/yr + $0.46 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 7,000,000	$3,150,000/yr + $0.45 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 7,500,000	$3,300,000/yr + $0.44 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 8,000,000	$3,440,000/yr + $0.43 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 8,500,000	$3,570,000/yr + $0.42 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 9,000,000	$3,690,000/yr + $0.41 per
CHAMP Titles	Digital Title & Registration System (DTRS) - Platform with Blockchain-based full back-end integration	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD
CHAMP Titles	DTRS - Individual Module Integration (modules include: digital title, registration, salvage submission, ELT)	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD
CHAMP Titles	DTRS - Individual Module Integration (modules include: digital title, registration, salvage submission, ELT)	Transaction Fees to be paid by system users - up to $25 per transaction

END USER LICENSE AGREEMENT
NASPO COMMERCIAL TERMS

End User License Agreement
Commercial License Terms – NIC Technology

1. Services.

a. Software Service. Tyler Technologies, Inc., its subsidiary NIC, Inc., or any of their affiliates (together "NIC") will provide government ("Client") with remote electronic access to the Software Service specified on Exhibit A during the term of the agreement between Client and NIC (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 NIC's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("NIC 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. NIC 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. NIC will resolve any error in the Software Service reported by Client or otherwise known to NIC 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), NIC 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. NIC 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), NIC 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. NIC 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, NIC shall use commercially reasonable efforts to resolve the error within five business days of receiving Client notification of such error. NIC shall provide Client with periodic reports (no less frequently than once each day) on the status of the error and resolution.

d. Support Exclusions. NIC 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 NIC'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. NIC 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 NIC 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) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising NIC promptly, but in no event more than two 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 NIC Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the NIC 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, NIC alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, NIC 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 NIC Technology not expressly granted to Client are reserved by NIC and its licensors.

d. NIC 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 NIC 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. NIC has the right at any time to terminate or suspend access to any user if NIC reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any Client Data, NIC, or NIC's other customers.

f. When NIC is providing the Software Service and related services as a Payment Facilitator, Client will enter into a submerchant agreement with sponsor bank, payment processor and NIC, as required by credit card rules.

3. **Disclaimers. Except as otherwise provided in the agreement, NIC 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 NIC. Client therefore understands and agrees that to the extent such networks are not subject to NIC's control, NIC 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 NIC'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 NIC ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD, OR (B) WITH RESPECT TO OTHER CLAIMS, NET REVENUES RECEIVED BY NIC 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. NIC 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 NIC's rights in the Software Service or require any affirmative action to be taken by NIC 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 NIC 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
NIC Enterprise Foundation Platform	Provides a citizen-centric, unified platform for citizens and businesses to engage with their federal, state and local governments
NIC 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.
NIC 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.
NIC Payment Platform Gateway (NIC TPE® Payment Engine)	This is the primary engine responsible for all aspects of transacting, reconciling, and reporting for an electronic payment transaction.
NIC 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.
NIC 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.
NIC 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.
NIC AccessGov®	A low-code self-service platform for rapidly building and providing forms-based services and content portals
NIC 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.
NIC MicroServices Platform (MSP)	An API-based platform that includes a library of independent "building block" microservices available for deployment across solutions and the NIC Enterprise Foundation Platform.
NIC Regulatory Licensing and Permitting	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 NIC Enterprise Foundation Platform or any of its underlying modules (Gov2Go, OnTheGo, AccessGov, TeleGov, etc.)
Case Management Development Platform	A low-code application development platform purpose built for case management for the public sector. All data elements required by stakeholders can be customized in the platform along with the main types of cases and projects to be handled in addition to basic reporting capabilities, document/file retention and help, as well as an inspections module. Regulated by permissions, constituents may: initiate processes on their own, electronically file records, request information, submit related documents, respond to inquiries and check the status of their records.

SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT

SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT

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

Customer agrees to be bound by these terms and conditions in this SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT ("Socrata Agreement") which governs the use and license rights associated with the Socrata 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

- **"Active Account"** means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
- **"Agreement"** means this Software as a Service License Agreement.
- **"API"** means application-programming interface.
- **"API Calls"** means a request made against a SaaS Service.
- **"Authorized Reseller"** means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "Authorized Reseller" shall not imply any legal or statutory partnership concepts.
- **"Benchmark Jurisdiction"** is used with the Tyler Recovery Insights solution and means a community within the United States whose proximity, population or other characteristic make it useful for comparison for the Customer or End User.
- **"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.

- **“Customer Data”** means data, datasets, files, information, content, and links uploaded or provided by Customer through the use of the SaaS Services, 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.
- **“Dataset”** means the physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for Customer Data.
- **“Documentation”** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **“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.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, hurricanes, earthquakes, epidemics, strikes or other labor disputes, governmental action, changes in laws, acts of war, terrorism or other riot or civil commotion, fire, natural disaster, shelter-in-place or similar orders, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Guest User”** means a user that is outside of the organization invited by a User to collaborate on the Customer’s site.
- **“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 Customer and Tyler or Customer and Authorized Reseller, including any addenda and supplements thereto.
- **"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.
- **“SaaS Services”** means the Socrata 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.
- **“Site”** means single domain or instance of the Socrata Open Data or Socrata Connected Government Cloud Site and the number of Sites permitted is defined in the Quote or Order Form.
- **“SLA”** means the service level agreement described in Section C of this Agreement.
- **“Support Policy”** means the Customer support policy applicable to you for the SaaS Services pursuant to this Agreement. The most recent Support Policy is available online Socrata Support site at https://support.socrata.com/. The Support Policy may be updated from time to time and.
- **“Statement of Work”** means the agreed upon scope of services and industry standard implementation plan describing how other services will be provided, the roles and responsibilities of the Customer in connection to the implementation. If applicable, the Statement of Work will be included with the Order Form.
- **“Third-Party Data”** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **“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 Customer.

- **"Third-Party Services"** means if any, third-party web-based services, including but not limited to third party stock photos and third-party map location services which may be provided at no additional charge to you through this Agreement.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- "**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 Customer that Tyler generally makes available free of charge to licensees of the solutions.
- **"User" and "Monthly Active User"** (used interchangeably) means any Active Account added to the Customer's Site that is not a Guest User.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Customer.

SECTION B – SAAS SERVICES

1. Rights Granted. As of the Effective Date, Tyler grants to Customer the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to Customer according to the terms of the SLA. Customer may use the SaaS Services to access updates and enhancements to the SaaS Services, as described in Section C(5.1). Unless otherwise, terminated Customer'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 Customer exceeds a contractual usage limits, Tyler may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, Customer is unable or unwilling to abide by a contractual usage limit, or if Customer wishes to add additional Users, Data Storage, it will require a written contract amendment, modification, or Customer will execute an Order Form for additional quantities of the applicable SaaS Services.
3. Ownership.

3.1 This Agreement does not provide Customer 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. Customer 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 Customer uploads or provides Customer Data to the Socrata SaaS platform, Customer 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 Customer 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 Customer with functionality to make all or part of Customer Data available to the general public through one or more public facing websites. If applicable, Customer determines which Customer Data is shared publicly, and Customer is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of

Customer Data, and the enforcement thereof. Once a User or Guest User makes Customer Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Customer 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 Customer 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 Customer'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 Customer's non-public data for the purposes of providing maintance and support.

3.7 The Documentation is licensed to you and may be used and copied by Customer's employees for internal, non-commercial reference purposes only.

3.8 Customer retains all ownership and intellectual property rights to the Customer Data. Customer 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 Data used in connection with the SaaS Services. During the term of the Agreement, Customer may export Customer Data as allowed by the functionality within the SaaS Services.

3.9 If Customer 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 Customer.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services available in any manner in a separate Instances of the Customer'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 us; (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 Customer 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 Customer acknowledges and understands that the Socrata 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, Customer acknowledges and agrees that Customer is using the SaaS Services at Customer's own risk and that Customer 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 Customer intends on use the SaaS Services to store or transmit Protected Health Information (PHI), then the Customer shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.

5. Access and Usage by Internal Customer Users and Contractors. Customer may allow Customer'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 Customer's sole benefit. Customer is responsible for the compliance with this Agreement by Customer's internal users and contractors.

6. Customer's Responsibilities. Customer (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 this Agreement and the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Customer Data, and instructions to Tyler regarding the same.

7. Socrata Products Customer Support. Tyler will provide Customer support for the SaaS Service at the level indicated in the product description in the Order Form under the terms of Socrata Products Customer Support Policy which is located at https://support.socrata.com/; Tyler will report scheduled maintenance windows, outages or other events affecting Customer on the Socrata products support site.

8. Customer Data Backup. Customer is providing Tyler a copy of Customer Data. Any laws and regulations governing Customer for retention of Customer Data remains Customer's responsibility. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER 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 Customer a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

9.1 Customer 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 Customer's access to the APIs on a temporary basis and provide notice to the Customer of the suspension. Tyler will restore the Customer's access upon the Customer's curing of such misuse. If the Customer does not cure such misuse within thirty (30) days of receiving written notice from Tyler, Tyler may terminate the Customer's access to the API.

9.2 Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 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"). Customer is solely responsible for development, license, access to and support of Non-Tyler Applications, and Customer'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 you. 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 Customer's limited right to use the SaaS Services for its internal business purposes.

10. Data Security Measures. In order to protect Customer'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). Customer 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 Customer 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 – PROFESSIONAL SERVICES OR OTHER SERVICES

1. Professional Services or Other Services. If applicable, Tyler will provide Customer the various implementation-related services itemized in the Order Form and described in the Statement of Work/our industry standard implementation plan. If Tyler is performing the Professional Services, Tyler will finalize the SOW, Quote or other implementation plan with the Customer before Professional Services commence. For U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS contract. Unless otherwise agreed, during a Professional Services engagement Tyler or Authorized Reseller will submit monthly invoices to Customer for Professional Services furnished. All Professional Services invoices are payable within thirty (30) days after invoice date.

2. Professional Services and 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 Customer.

3. Site Access and Requirements. At no cost to Tyler, Customer agrees to provide Tyler with full and free access to Customer'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 Customer and Tyler.

4. Customer Assistance. Customer acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of Customer's personnel. Customer 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 Customer'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 Customer that the functionality or features of the SaaS Services will substantially perform as communicated to Customer 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 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 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 30 days. The Customer 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 you, Customer's technology or Customer's suppliers or contractors, SaaS Services not in the production environment, Customer is in breach of this Agreement, or Customer 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 the Client.

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Customer's access or use of the SaaS Services (beyond the warranty).

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. Customer'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 Customer notifies Tyler of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES and THIRD-PARTY DATA

1. Third-Party Services. Customer may be provided with access and usage of Third-Party Services through use of the SaaS Services. Customer must agree to such Third-Party Service contracts if Customer chooses to use those Third-Party Services.
2. Disclaimer. Customer 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.
3. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose.
4. Restrictions for Third-Party Data.
    a. Customer 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 Customer.
    b. Customer shall not publicly publish the dashboards that contain the Third-Party Data, but Customer may publicly publish visualizations from the aggregate summary data.
    c. Customer shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
    d. Customer expressly permits Tyler to share with the Third-Party Data providers Customer's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Customer subscribes to.
    e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Customer shall remove and destroy all copies of Third-Party Data.
    f. 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; Customer will give Tyler prompt notice and otherwise perform the functions required by applicable law.
    g. Customer shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
    h. Customer 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 Customer.
5. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.

6. 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 CUSTOMER'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".**

SECTION E – SAAS FEES, INVOICING AND PAYMENT; INVOICE DISPUTES

1. SaaS Fees. Unless, Customer procures the SaaS Services or Professional Services through an Authorized Reseller, Customer agrees to pay Tyler the SaaS Fees. Customer'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. Invoicing and Payment. Tyler or Authorized Reseller will invoice Customer the SaaS Fees at the commencement of the initial subscription term. Fees for other professional services are invoiced monthly as incurred, or as agreed to in the Order From. Unless otherwise specified in the Order Form, the currency is US Dollars and payment for undisputed invoices is due within thirty (30) 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 Customer purchasing directly from Tyler, Tyler's electronic payment information is provided in the invoice sent to Customer and any billing inquiries by Customer should be directed Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.

   In the event the Customer procures the SaaS Services or Professional Services through an Authorized Reseller, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the contract the Customer is using. For U.S Government Customers purchasing the SaaS Services off of the Multiple Award Schedule (MAS), all SaaS Fees shall be paid in accordance with the terms of the MAS contract and any delivery orders issued thereunder.

   Except for U.S. Government Customers, Tyler reserves the right to suspend access to the SaaS Services if Customer fails to pay the SaaS Fees in accordance with this Agreement. Tyler may also terminate this Agreement if Customer does cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.
3. Invoice Disputes. If Customer believes any delivered item does not conform to the warranties in this Agreement, Customer will provide Tyler with written notice within thirty (30) days of Customer's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Customer contends are in dispute so that Tyler can confirm the issue and respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. Tyler will work with Customer 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 Customer's notice. Customer 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 Customer's failure to complete the items agreed to be done by you, then Customer will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Customer fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so. For U.S. Government Customers, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.

SECTION F –TERMINATION, and SUSPENSION OF SaaS SERVICES

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, Customer will pay Tyler or Authorized Reseller for all undisputed fees and expenses related to the SaaS Services, products, and/or other services Customer has received, or Tyler has incurred or delivered, prior to the effective date of termination. Termination shall not entitle Customer to a refund of any amounts paid under this Agreement, except as otherwise specified herein. Disputed fees and expenses in all terminations other than Customer's termination for cause must have been submitted as invoice disputes in accordance with Section E(3).

   1.1 Failure to Pay SaaS Fees. Except for U.S. Government Customers, Customer acknowledges that continued access to the SaaS Services is contingent upon Customer's timely payment of SaaS Fees. If Customer fails to timely pay the SaaS Fees, Tyler may discontinue Customer's access to the SaaS Services. Tyler may also terminate this Agreement if Customer does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

   1.2 For Cause. If either Party believes the other Party has materially breached this Agreement, that Party will invoke the Dispute Resolution clause set forth in Section H(4). Party alleging the breach may terminate this Agreement for cause in the event the other 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 Section H(4).

   1.3 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.

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

   1.5 Fees for Termination without Cause during Initial Term. If Customer terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, then Customer shall provide 30 days written notice. Termination shall not entitle Customer to a refund of any amounts paid under this Agreement and if Customer 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 Customer's failure to pay SaaS Fees, Customer is responsible for 100% of the SaaS Fees through the date of termination, and unless the Customer is a U.S. Government Customer, Customer shall pay Tyler the following early termination fees:

      a. if Customer terminates during the first year of the initial term, Customer 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;
      b. if Customer 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
      c. if Customer 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.

   1.6 Trial Service. Any no-cost trial service to which Customer has access may be terminated at any time by either party with fifteen (15) days' prior written notice.

2. Return of Customer Data. Upon request, Tyler will make the SaaS Services available to Customer to

export Customer 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 Customer Data and will destroy the Customer Data.

3. Return of Tyler Property. Upon termination of this Agreement, Customer agrees to destroy or return all Tyler property and Documentation that is in Customer's possession. Upon Tyler's request, Customer will confirm Customer's compliance with this requirement in writing.

4. Suspension of SaaS Services. Although Tyler has no obligation to screen, edit or monitor the Customer Data or Public User content posted on SaaS Services, if, in Tyler's reasonable judgment, Tyler discovers Customer'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 Customer has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Customer 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 Customer 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 Customer 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). Customer must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter.

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 Customer's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties, or Customer'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 Customer 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 Customer will stop running the allegedly infringing Services immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Customer 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 Customer'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 Customer'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 Customer and Customer'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 a law applicable to Tyler's performance under this Agreement. Customer must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter.

2.2 Except for U.S. Government Customers, and to the extent permitted by applicable law, Customer will indemnify and hold harmless Tyler and its 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 Customer's negligence or willful misconduct; or Customer's violation of a law applicable to Customer's performance under this Agreement. Tyler will notify Customer promptly in writing of the claim and will give Customer sole control over its defense or settlement. Tyler agrees to provide Customer with reasonable assistance, cooperation, and information in defending the claim at Customer'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 THE SAAS SERVICES CANNOT BE COMPROMISED AND THEY ARE PROVIDED "AS IS". CUSTOMER UNDERSTANDS THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERUPTED.**

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 CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. 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). FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.**

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 Customer with copies of certificates of insurance upon Customer's written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Federal Application. For U.S. Government Customers, the SaaS Services and Documentation are developed exclusively at private expense and 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 Customers and End Users acquire only those rights in the SaaS Services and the Documentation that are provided under this Agreement. 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".

2. Additional Products and Services. If additional work is required, or if Customer uses or requests additional services, Tyler will provide Customer with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the amendment.
3. Optional Items. Unless otherwise indicated, 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. Customer agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Customer 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 Customer or Tyler from seeking necessary injunctive relief during the dispute resolution procedures. For U.S. Government Customers, the aforementioned clause shall not apply to awards under the Multiple Award Schedule contract and for U.S. Government Customers, and Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.
5. Taxes. The fees in the Order Form do not include any taxes, including, without limitation, sales, use, or excise tax. If Customer is a tax-exempt entity, you agree to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and you will reimburse Tyler for such taxes. If you have a valid direct-pay permit, you agree 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. Notwithstanding the foregoing, this Section H(5) shall not apply to U.S. Government Customers purchasing the SaaS Services or Professional Services under the MAS 70 Contract.
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 Customer's project.

8. Subcontractors. Tyler will not subcontract any services under this Agreement without Customer'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 Customer'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, Customer'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 Customer'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 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.

12. Entire Agreement; Amendment. This Agreement and its Exhibits represent the entire agreement between you and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Except for U.S. Government Customers, and in the case of Tyler is the Prime Contractor, Purchase Orders submitted by Customer, if any, are for Customer'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. Notices for Tyler shall be set to the address set forth in this section. Notices to the Customer shall be sent to the address set forth on the Order Form, 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.

Address for Notices: Tyler Technologies, Inc., One Tyler Drive, Yarmouth, ME 04096, Attention: Chief Legal Officer. With a copy to: Socrata, Inc., 255 South King Street, Suite 1100, Seattle, WA 98104, Attention: Franklin Williams

17. Customer Lists. Customer agrees that Tyler may identify Customer by name in client or customer 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 Customer. Furthermore, Customer 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 Customer 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:

    (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 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, you 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 Customer's state, without regard to its rules on conflicts of law, or in the case of a U.S. Government

Customer, this Agreement will be governed by and construed in accordance with the applicable federal laws of the United States without regard to any conflicts of law provisions. For

21. Order of Precedence. Any ambiguity, conflict, or inconsistency in this Agreement shall be resolved with this Agreement taking precedence over the Exhibits to the Agreement. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

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END USER LICENSE AND SERVICES AGREEMENT FOR CASE MANAGEMENT DEVELOPMENT PLATFORM

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

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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

TYLER END USER LICENSE AGREEMENT
TURNKEY SOLUTIONS

End User License and Services Agreement for Case Management Development Platform

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AND SERVICES AGREEMENT (“Agreement”) which governs the use and license rights associated with the Case Management Development Platform application 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 Licensee desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the Multiple Award Schedule 70 contract (as applicable), and further that the relationship between Tyler and Licensee regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement and the Multiple Award Schedule 70 contract (as applicable); and

WHEREAS, Licensee desires to acquire from Tyler and Tyler wishes to grant to Licensee 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

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

i. **Software and Documentation.** The Licensed Software also has been or may be in the future reconfigured for utilization in one or more other programs. 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 Case Management Development Platform 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.

ii. **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 Annual Support and Maintenance Services and Professional Services under this Agreement, subject to each party's confidentiality rights and obligations under this Agreement.

iii. **Feedback.** Licensee's comments, suggestions, or other feedback regarding Tyler's products, services, or business are provided voluntarily, and Tyler may use any feedback as it sees fit without obligation or restriction of any kind, other than its obligations under this Agreement with respect Confidential Information.

3. Third Party Software

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i. **License Grant for Perpetual Licenses.** The License Grant shall become effective on the Effective Date and remain in effect during the License Period or until this Agreement is otherwise terminated as further specified in Section B7. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to install and use one copy of the Licensed Software for the Term. The License is to the object code version of the Licensed Software only (as identified by Tyler in its proposal/quotation in the Purchase Order) on a single registered computer (CPU) located at the Licensed Location as defined in the Purchase Order and related Documentation as provided ("Documentation") for which the appropriate fee ("License Fee") is paid, provided the Licensed Software is in use on only one registered CPU at any time by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [Server-based] License Fees. If the anticipated number of Concurrent Users of the Licensed Software will exceed the number of applicable Licenses,

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iii. **Licensee's Compliance with Laws; Limitation of Use and Other Use Restrictions.**

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iv. **Disaster Recovery and Back-up Copies.** Licensee may make one (1) archival copy of the Licensed Software in machine-readable, object code form for nonproductive archival or backup purposes only, provided that the (i) copies are kept in a secure location (such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor); (ii) disaster recovery and archival copies of the Licensed Software are not used for production purposes unless the primary copy of the Licensed Software is not being used for production purposes; and (iii) Licensee reproduces and includes Tyler's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Licensed Software must be returned to Tyler, or their destruction certified, immediately upon Tyler's

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x. 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

i. **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 (and the Multiple Award Schedule 70 contract, as applicable). Except for U.S. Government Licensees, Licensee must comply with all applicable third party terms of agreement when using the Mobile Applications (for example, any agreement with a wireless service or wireless data provider). For U.S. Government Licensees purchasing under the MAS 70 contract, the terms and conditions contained herein do not include all applicable third party terms of agreement that may come with Mobile Applications (e.g., wireless service or wireless data provider agreements).

ii. **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 Usage Rules set forth in the App Store Terms of Service. Licensee agrees that this Agreement is between Licensee and Tyler, and that even if it receives access to

the Mobile Applications through Apple, Inc.’s AppStore or any other source (collectively, the “Distributor”), the Distributor has no liability or responsibility whatsoever to Licensee related to the Mobile Applications, whether by contract, warranty or otherwise, and Licensee will look only to Tyler for any support for the Mobile Applications. The Distributor is not responsible for addressing any claims of any sort related to the Mobile Applications, and Licensee must address any claims directly with Tyler. Questions related to the Mobile Applications should be addressed to Tyler and not to the Distributor. In the event of a failure of a Mobile Application to comply with any limited warranty stated in this Agreement, Licensee may notify Apple and Apple will refund the purchase price paid by Licensee to Apple for that Mobile Application and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to the limited warranty will be Tyler’s sole responsibility. Notwithstanding anything to the contrary in this Agreement, the Distributor and its subsidiaries are third party beneficiaries of this Agreement, and the Distributor has the right (and will be deemed to have accepted the right) to enforce this Agreement against the Licensee as a third party beneficiary hereof. The previous sentence shall apply to all Licensees except for U.S. Government Licensees. For U.S. Government Licensees, any Distributor or its subsidiaries who may otherwise be deemed third party beneficiaries of this Agreement, shall have to enter into a separate agreement with the U.S. Government in order to enforce its own terms and conditions associated with the use of Mobile Applications. Licensee represents and warrants that Licensee is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country, and that Licensee is not listed on any U.S. Government list of prohibited or restricted parties.

6. Relocation.

i. For the Instances that are installed at Licensee’s Licensed Location or at Licensee’s Support Contractor, Licensee may change the Licensed Location with Tyler's prior written consent and subject to applicable relocation fees, or as set forth in the Multiple Award Schedule 70 contract for U.S. Government Licensees. Tyler's consent shall entitle Licensee to move its installed Instance of the Server portion of the Software or the computers or Server(s) on which the Software is installed from the existing Licensed Location specified in this Agreement to a new Licensed Location and may operate the Software concurrently at the old and new Licensed Locations for a period of not more than ninety (90) days without having to obtain an additional License.

7. Non-production Instances

i. **Test, Development, and Training Instance.** Unless otherwise provided in the Purchase Order, Licensee may use one Instance of 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 licensed users as permitted under the Purchase Order and this Agreement.

ii. **Additional Non-Production Instances.** Additional Licenses for non-production Instances other than what is described in this Non-Production Instances Section may be purchased by Licensee and such additional non-production Instances shall be subject to the additional terms and conditions, including additional license and/or maintenance fees as set forth in the Multiple Award Schedule 70 contract for U.S. Government Licensees or as otherwise contained in the applicable Purchase Order at the time of purchase for all other Licensees. Any copies made of the Licensed Software or Documentation pursuant to this Section A7(b) shall contain Tyler's proprietary and/or copyright notice(s).

iii. **Support on Non-Production Instances.** Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.

8. Delivery and Acceptance

i. Tyler agrees to 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 (1) from a Server in the United States, FOB shipping point (as defined per the Uniform Commercial Code) for Licensees in the United States, including U.S. Government Licensees; or (2) from a Server outside of the United States, FCA shipping point (as defined per the Incoterms 2010) for all other Americas, EMEA and Asia-Pacific Licensees. 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. Tyler will also deliver to Licensee the electronically formatted documentation manual relating to the Licensed Software as enumerated in the Purchase Order and Section A of this Agreement. 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.

ii. 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 and Section A of this Agreement.

Tyler will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement.

The Parties hereby agree that acceptance of the application is defined in Federal Acquisition Regulation (FAR) 52.212-4(a) Inspection/Acceptance for U.S. Government Licensees. All other Licensees hereby agree that installation of the applicable constitutes acceptance.

9. Licensee Responsibilities

i. 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 nor 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 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. Licensee is also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of any data. If Licensee is a U.S. Government Licensee, then only compliance with federal laws and regulations shall apply.

ii. In addition, Licensee is responsible for the following actions:

    i. Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product 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 the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;

    iii. Maintaining strict control of all copies of the Licensed Software and related documentation. Licensee shall promptly notify Tyler of any change in the registered computer(s) or Licensed Location covered by this Agreement and noted in the Purchase Order and Section A; and

    iv. Maintaining the confidentiality of the Licensed Software and related documentation from all Third Parties.

10. Audit Rights

i. **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. The provision in the previous sentence applies to all Licensee's except for U.S. Government Licensees. For U.S. Government Licensees, (i) the licensee will provide reasonable access for 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; (ii) should a discrepancy or violation be found during an audit, such discrepancy or 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

1. **"Affiliates"** shall mean any entity that is controlled by Licensee, under common control with Licensee, with at least fifty-one (51%) percent ownership (or via board of directors for a non-profit organization). For Licensees who are Government Licensees or US Government Licensees, the "Affiliate" definition and provisions related thereto does not apply.
2. **"Americas Licensee"**; means a party that has licensed the Licensed Software from Tyler or an authorized Tyler Partner located in North or South America.
3. **"Annual Support and Maintenance Services"** means the ongoing support provided by Tyler in connection with the Licensed Software and in accordance with Section D.
4. **"Asia-Pacific Licensee"** means a party that has licensed the Licensed Software from Tyler or an authorized Tyler Partner located in Australia or Asia (except for the Middle East).
5. **"Concurrent Users"** means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.
6. **"Configuration"** means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture Licensee data in accordance with Licensee's requirements.

7. **"Correction"** means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, “when and if available” basis.
8. **"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.
9. **"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.
10. **"Dispute"** means any dispute or claim arising out of or in relation to this Agreement.
11. **"Effective Date"** means the date set forth in the 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 Annual Support and Maintenance Services.
12. **"EMEA"** means Europe, Middle East (as so determined by Tyler), and Africa.
13. **"EMEA Licensee"** means a party that has licensed the Licensed Software from Tyler or an authorized Tyler reseller located in Europe, Middle East or Africa.
14. **"Case Management Development Platform Software"** means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
15. **"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. Unless otherwise specified, Americas Licensee provisions shall apply to Government Licensees.
16. **"ICOMPLAINTS® Software"** means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
17. **"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.

18. **"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.
19. **"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.
20. **"ISV Supported Software"** means Third Party Software which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Licensed Software, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Software to the Licensee or subscriber.
21. **"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.
22. **"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.
23. **"Licensed Location"** means the physical location where the Server-installed portion of the Licensed Software (where applicable) is or will be installed on equipment that Licensee owns, leases, or otherwise controls.
24. **"Licensed Software"** means the object code version of the Case Management Development Platform Software, and their respective modules (if licensed), (including the object code for Updates and Corrections thereto) as set forth in Section A and licensed to Licensee by Tyler. For U.S. Government Licensees, 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.
25. **"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, or otherwise into perpetuity, unless otherwise terminated as set forth in Section B7.
26. **"Major Defect"** means a Defect that causes the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.

27. **"Minor Defect"** means a defect that allows the Licensed Software to operate substantially with the Documentation; does not interrupt Licensee's use of the Licensed Software; and which a workaround is readily available within a reasonable period of time.
28. **"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.
29. **"Mobile Application"** means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.
30. **"Partner"** means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership concepts.
31. **"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.
32. **"Platform as a Service"** or **"PaaS"** means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration.
33. **"Privacy Laws"** means legislation, statutory instruments and any other enforceable laws, codes, regulations, 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, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.
34. **"Process"** or **"Processing"** Personal Information 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.
35. **"Professional Services"** means, collectively, any consulting or training services provided by Tyler and as further delineated in Section D.
36. **"Purchase Order"** means, the document with signature lines that references the attached Quote and defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services.
37. **"Server"** License means that one Instance of the Software may be installed on one Server.

38. **"Quote"** means an estimate provided by Tyler for the Licensed Software, Annual Support and Maintenance, and/or Professional Services as further defined in the Purchase Order.
39. **"Software as a Service"** or **"SaaS"** means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.
40. **"SOW"** means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both parties.
41. **"Support Contractor"** means a third party with whom Licensee has contracted to install, maintain, host, or operate the 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 Software. For U.S. Government Licensees, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to Tyler and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of Tyler.
42. **"Third Party Software"** includes any software (including ISV Support 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.
43. **"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.
44. **"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

i. **License Fees.** Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software as set forth in Section A upon the date of shipment by Tyler, plus any applicable taxes, payable within thirty (30) days after execution of this Agreement or subsequent Section A. If additional License Fees are specified for the Licensed Software in Section A (e.g., annual License Fees or incremental License Fees for multi-copy or LAN Licenses), a modification, purchase order or subsequent Section A may be issued to purchase such additional licenses. Licensed Software license

sales are final and deemed accepted upon delivery. 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. Except for adjustments related to increases in the applicable number of Concurrent Users, the IaaS, SaaS, or PaaS License Fee will not be increased during any twelve-month term. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable fifteen (15) days from the invoice date. For U.S. Government Licensees, all license fees shall be paid in accordance with the terms of the MAS 70 contract and any delivery orders issued thereunder.

ii. **Other Charges.** License Fees do not include Annual Support and Maintenance Services 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 the Purchase Order and Quote, Licensee agrees to pay such fees when the Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the Purchase Order or otherwise invoiced by Tyler. Tyler reserves the right to request a modification or purchase order for additional service fees if Licensee or its Affiliates seeks Tyler's assistance outside the scope of this Agreement. For U.S. Government Licensees, any other charges shall be in accordance with the terms of the MAS 70 contract.

iii. **Maintenance.** Tyler will invoice Licensee for the first maintenance payment as specified in the Purchase Order, payable within thirty (30) days after execution of the Purchase Order. Tyler will invoice Licensee for subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Licensed Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period. For U.S. Government Licensees, any maintenance fees shall be in accordance with the terms of the MAS 70 contract.

iv. **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, Annual Support and Maintenance 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.

v. **Support.** In order for Tyler to provide software support for the Licensed Software, Licensee must purchase annual support at 20% of the software license base price as specified in the Purchase Order. Tyler shall have no responsibility to maintain the Licensed Software unless Licensee purchases annual support provided by Tyler. In the event that Licensee requests Annual Support and Maintenance Services that are beyond the scope of this Agreement, as further stated in Section C, such services will be deemed as Professional Services and Tyler's then prevailing standard support policies and procedures, Tyler may provide such Professional Services or recommend appropriate outside consultants. In all cases, fees for such Professional Services will be charged at Tyler's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by Tyler employees and/or agents. For U.S. Government Licensees, all support fees shall be in accordance with the terms of the MAS 70 contract and travel reimbursement in accordance with Public Law 99-234 and FAR Part 31.

vi. **Professional Services.** Unless otherwise agreed, during a Professional Services engagement Tyler will submit semi-monthly invoices to Licensee for Professional Services furnished, except that Tyler will submit an invoice for Professional Services upon completion of all Professional Services expected to be performed in a given month. All Professional Services invoices are payable within thirty (30) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Professional Services, the hours charged (for Professional Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, Tyler will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW, Quote or other writing by the Licensee before Professional Services commence. For

U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS 70 contract.

vii. **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 the currency specified in the Purchase Order, or SOW or Quote as applicable. Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement. Tyler reserves the right to assign payments under this Agreement to any third party entity of its choosing. For U.S. Government Licensees, all payments shall be in accordance with the terms of the MAS 70 contract. In the event Tyler desires to assign payments due under the MAS 70 contract, it will make such arrangements with the U.S. Government Licensee issuing the order.

viii. **Disputed Invoices.** Licensee will notify Tyler within fifteen (15) days after 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. For U.S. Government Licensees, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.

ix. **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 and/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. Notwithstanding the foregoing, this Section B2(i) shall not

apply to U.S. Government Licensees purchasing Licensed Software, Annual Support and Maintenance Services, and Professional Services under the MAS 70 Contract.

x. **Leasing Payments.** Licensee may separately arrange with a lessor to make some or all payments to Tyler required by this Agreement if Licensee so elects to lease the Licensed Software rather than to purchase a license. Licensee must notify Tyler and provide reasonable documentation to Tyler of the arrangement requested before Tyler will invoice a lessor directly. If Tyler has not received notice and documentation of a lessor/lessee payment arrangement prior to invoicing, Tyler will not re-issue invoices. If a lessor fails to make any undisputed payment when due, Licensee shall promptly pay Tyler and Tyler may invoice Licensee directly for all amounts due. This Section B2(j) shall not apply to U.S. Government Licensees. In the event a U.S. Government Licensee elects to lease software and hardware through a lessor, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the MAS 70 contract.

3. Warranty

. Effective on the first day of the License Period, for a period of ninety (90) days, Tyler warrants that the Licensed Software, when operated with the equipment configuration and in the operating environment specified by Tyler, will perform substantially in accordance with the technical specifications included or referred to in the applicable Purchase Order. The ninety (90) day period shall commence on the Effective Date. 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 during the warranty period or any defect or error in a Program which Licensee has modified, Misused, or damaged or installed on a non-registered computer or in a non-Licensed Location.

i. **Professional Services Warranty.** Any Professional Services warranty will be mutually agreed in an SOW or Quote depending on the Professional Services provided. If the SOW or Quote does not contain a warranty, the Professional Services therein are provided "AS IS". For any Professional Services warranty, the sole and

exclusive remedy will be the re-performance of the Professional Services.

ii. **Personal Warranties.** All warranties described herein are personal to and intend solely for the benefit of the Licensee and do not apply to any third parties, including Affiliates.

iii. **ENTIRE WARRANTY.** EXCEPT AS SET FORTH ABOVE IN THIS SECTION B3, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN, THE LICENSED SOFTWARE, ANNUAL SUPPORT AND MAINTENANCE 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. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TYLER SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY PROFESSIONAL SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

4. Limitation of Liability

. 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.

i. **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.**

ii. FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.

iii. **FOR EMEA LICENSEES**,NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT TYLER'S LIABILITY TO

LICENSEE FOR (1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY TYLER'S NEGLIGENCE (INCLUDING NEGLIGENCE AS DEFINED IN S. 1 UNFAIR CONTRACT TERMS ACT 1977), (3) BREACH OF TERMS REGARDING TITLE IMPLIED BY S. 12 SALE OF GOODS ACT 1979 AND/OR S. 2 SUPPLY OF GOODS AND SERVICES ACT 1982, OR (4) ANY LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

5. Indemnification

. 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 (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.

i. For U.S. Government Licensees, (i) Tyler will indemnify and hold harmless the U.S. Government Licensee (except for those instances of infringement that arise pursuant to Subsection d. below) Licensee against a Claim at Tyler’s expense and pay all damages that is fully adjudicated and finally awarded; and (ii) Tyler will work in good faith and conjunction with the Department of Justice to defend or settle any infringement claim that may arise hereunder. The U.S. Government Licensee will provide Tyler with prompt notice of any infringement claim and will work in good faith to comply with any requirement to cease using the Software that is determined in Tyler’s reasonable judgment to cause an infringement of a third party's Intellectual Property Rights.

ii. 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 the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule. For U.S. Government Licensees, if neither subsection (i) or (ii) are available to defend/settle an infringement claim, then the U.S. Government Licensee will

remove any Licensed Software from its systems and return such to Tyler. Any applicable refund shall be in accordance with The Contract Disputes Act, of 1978, as amended.

iii. 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 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.

iv. 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 the US Government. If Licensee is a commercial entity, 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

. **Termination.** Either Party may terminate this Agreement upon providing Tyler with thirty (30) days prior written notice in cases other than default. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice and a chance to cure any such default. Tyler may terminate this Agreement immediately upon notice to Licensee in the event Licensee materially defaults on the terms and conditions of this Agreement. For U.S. Government Licensees, termination shall be in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

i. **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. 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 and set forth in the Purchase Order 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, 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 agrees to certify its compliance with such requirement upon Tyler's request. Within thirty (30) days after the termination of a License (five business days for non-renewal of a SaaS, IaaS or PaaS License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Section B7 and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of Tyler's rights. 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. Any use of the Licensed Software or the Documentation after termination shall be considered infringement of Tyler's Intellectual Property Rights. 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.

ii. **Survival.** The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software, Tyler Licensor's Software, ISV Supported Software, or Third Party Software), Section A3 (Third Party Software), Section A10 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B5 (Indemnification), 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 (Non-Solicitation of Personnel), Section B15 (Modifications and Waiver), Section B17 (Commercial Computer Software), Section B18 (Compliance with Law), and Section B20 (Export Control).

8. Publicity and Marketing

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, Annual Support and Maintenance Services, and Professional Services hereunder. Tyler shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Additionally, if requested by Tyler, Licensee agrees to participate in the Tyler Client Testimonial Program, which includes, but is not limited to, the production and publication of a press release, Q&A and/or case study to provide a written analysis of Licensee's experience in the selection, implementation and use of the Licensed Software. The production of such documents is at Tyler's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

9. Confidentiality and Non-disclosure

. "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.

i. Except as required by the Freedom of Information Act, 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 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 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. In the event of any FOIA requests, U.S. Government Licensee's shall take all steps necessary to protect Licensor's Confidential information.

ii. 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 B9 shall apply to Confidential Information disclosed by any group participant, and Tyler may provide a copy of this Section B9 to any Disclosing Party seeking to enforce its provisions.

iii. 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.

iv. Licensee may provide Confidential Information to Tyler in connection with an Annual Support and Maintenance Services request or a Professional Services engagement. 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 (including email) such Restricted Data. Tyler may add a surcharge to cover additional costs of handling Restricted Data (except that the surcharge shall not apply to U.S. Government Licensees). For all Licensees except for U.S. Government Licensees, if Licensee fails to identify Restricted Data, Licensee shall be responsible for any liability or claims related to Tyler's handling or export of any such Restricted Data in the normal course of Tyler's business. For U.S. Government Licensees, Tyler shall not be liable for any liability or claims for Tyler’s handling or export of any Restricted Data that the U.S. Government Licensee fails to identify as Restricted Data. All

Licensees except for the U.S. Government Licensee shall indemnify, defend and hold Tyler harmless for any handling of Restricted Data that is not otherwise identified as stated herein and that such handling causes harm to a person with whom the Restricted Data concerns. Tyler may use Confidential Information for testing or development purposes, provided that Tyler remains bound by the confidentiality obligations of any applicable license or nondisclosure agreement and applicable Restricted Data obligations.

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. If by US mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be delivered and read receipt requested through the notice provider's electronic mail service.

Notices by either Party to the other shall be addressed to the individuals and to the addresses or electronic mail addresses set forth in the Purchase Order.

11. Governing Law

. **For Americas Licensees (except for U.S. Government Licensees):** This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions.

i. **For U.S. Government Licensees:** The Agreement shall be governed by the applicable U.S. federal law of government contracts, without regard to any conflicts of laws provisions.

ii. **For Asia-Pacific Licensees:** This Agreement shall be governed by the laws of Australia and particularly the laws of South Australia, without regard to any conflicts of laws provisions.

iii. **For EMEA Licensees:** This Agreement shall be governed by the laws of England, without regard to any conflicts of laws provisions.

iv. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12. Dispute Resolution.

. **Informal Dispute Resolution.** In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best 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. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

i. **For Americas Licensees (except for U.S. Government Licensees):** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.

ii. **For U.S. Government Licensees:** Any Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.

iii. **For Asia-Pacific and EMEA Licensees:** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be finally resolved by binding arbitration before a single arbitrator pursuant to the Rules of Arbitration ("Rules") and under the auspices of the International Chamber of Commerce (ICC). In accordance with the Rules the parties shall select the arbitrator, and if they do not, an arbitrator shall be selected by the ICC in accordance with the Rules. The arbitrator shall be a lawyer knowledgeable in the chosen law and information technology disputes. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for his/her decision. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and

substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in Adelaide, Australia (for Asia-Pacific Licensees) or London, UK (for EMEA Licensees), or, with consent by the arbitrator and parties, another mutually agreeable metropolitan area.

iv. **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.

v. **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 (including the allocable costs of in-house counsel), regardless of the arbitration requirements. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

13. Non-Solicitation of Employees.

. For one year after delivery of Licensed Software under Section A and the Purchase Order, or after termination of an SOW or Quote (as appropriate), 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 Licenses, Annual Support and

Maintenance Services or Professional Services or proposal for the Licenses Annual Support and Maintenance Services or Professional Services specified in Section A or SOW or Quote or Purchase Order (as appropriate), 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 or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

i. A party shall not be in breach of this Non-solicitation of Employees Section if (i) the candidate applying for the position does so via a general advertisement (e.g., online job posting via Monster, Career Builder, etc.; paper advertisement; recruitment fair) and without encouragement to apply by the hiring party; or (ii) those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or the Purchase Order for any Licenses Annual Support and Maintenance Services or Professional Services under this Agreement shall be presumed to know of the restriction.

ii. This Section B13 shall not apply to U.S. Government Licensees. Any Non-Solicitation of Employees shall be addressed in the individual Delivery Orders, as mutually agreed and issued by U.S. Government Licensees.

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 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 (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing

between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

17. 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.

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

. 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.

i. 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.

ii. 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.

iii. 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.

iv. For all Licensees (except for U.S. Government Licensees), 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. For U.S. Government Licensees, Licensee shall indemnify, defend and hold Tyler harmless for any loss or damage Tyler incurs as a direct or indirect result of a breach of this Compliance with Law Section by the U.S. Government Licensee.

20. Export Control

. Licensed Software and Documentation furnished to 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. Both Parties are bound by U.S. export statutes and regulations and shall comply with all U.S. export laws.

i. 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.

ii. 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.

. This Agreement, which consists of Sections A-D with a separate Purchase Order: Software and Services Business Terms for each Licensed Software order, and a separate SOW or Quote (as appropriate) for each Professional Services engagement plus any attachments identified as incorporated into this Agreement (including the Multiple Award Schedule 70 contract for those U.S. Government Licensees purchasing the Licensed Software and Services under such vehicle), is the entire agreement between Licensee and Tyler relating to the specific Licensed Software order or Professional Services engagement 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 (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

i. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. However, only Licensee's signature or affirmation is required to agree to an unmodified Order Form, or other transaction document or language provided by Tyler. Specified terms in a Quote or SOW (as applicable) will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement. Tyler reserves the right to periodically update maintenance terms. For those U.S. Government Licensees purchasing maintenance under the Multiple Award Schedule 70, changes the maintenance terms shall be incorporated into the Multiple Award Schedule 70 contract before taking effect.

ii. Unless otherwise agreed in writing, this Agreement (1) does not terminate the Licensee's license rights and maintenance (support) obligations of any prior Tyler license agreement for other Tyler Licensed Software, and (2) supersedes any previous "clickwrap" license incorporated in the Licensed Software.

22. E-mail Communications.

Licensee consents to receiving email messages from Tyler that may constitute “commercial e-mails” under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time “opt out” of receiving future e-mails from Tyler.

23. Binding Effect.

This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

24. Assignment.

Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, 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 fees.

25. 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. The exclusion of damages in Section B4(b) shall survive a finding that an exclusive remedy failed of its essential purpose.

26. Order of Precedence.

In the event of a conflict among any of the terms set forth in the Purchase Order or this Agreement, the Purchase Order will govern. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

Section C: Annual Support and Maintenance Terms and Conditions

1. General.

"Licensee" means the single end-user client organization. The License, granted hereunder shall extend to Licensee’s wholly owned subsidiaries or divisions or organizations within the agency, but not to other entities, Federal agencies or governmental departments.

2. Maintenance.

During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from Tyler:

i. Updates (as described below);
ii. Defect Correction (as described below);
iii. Telephone Support (as determined by your specific support plan located in the Purchase Order or maintenance invoice, and as further described below); and

3. Support.

Subject to Licensee’s payment of the annual support fee, Tyler agrees to provide annual support of the Licensed Software delivered to Licensee pursuant to this Agreement. For Licensees other than U.S. Government Licensees, Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to Tyler prior to commencement of annual support anniversary date. In the event that Licensee allows its payment for Annual Support and Maintenance to lapse, Tyler shall charge (at its discretion)

and Licensee shall pay (i) all back maintenance fees to cause the Annual Support and Maintenance to be current; and (ii) a reinstatement fee equal to $5,000. For U.S. Government Licensees, any agreement for Annual Support (or renewal thereof) shall be in accordance with the exercise of an option year and application of the funding for such renewal. Moreover, if a U.S. Government Licensee allows its payment Annual Support and Maintenance to lapse, after Tyler's reasonable attempts to contact the U.S. Government Licensee to renew, Tyler will (at its discretion) cease providing such support services. Any fees for the lapsed coverage period, Tyler will be entitled to pursue such fees via an equitable adjustment claim under the Contracts Dispute Act. A "lapse" as used herein means any period of time that occurs after the Annual Support and Maintenance period has expired.

4. Updates.

Tyler shall provide Licensee all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available to other Case Management Development Platform Software customers of Tyler.

5. Defect Correction

i. 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.
ii. 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.
iii. 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 and Licensed Software unless subject to a mutually agreed SOW or Quote (as applicable) to provide such Professional Services for additional fees.
iv. 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.

6. Telephone Support.

Tyler shall provide telephone support so as to allow 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) hour, after receipt of Licensee's call. During this call back, Tyler will employ reasonably commercial 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. Tyler may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.

7. Major Defect.

When Licensee reports a Major Defect to Tyler using the Tyler hotline, Tyler shall immediately 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 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. For purposes of this Agreement, a major defect means that most or all of the Licensed Software functionality is rendered inoperable.

8. 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. For purposes of this Agreement, a minor defect means that some of the Licensed Software functionality is rendered inoperable, or most or all of the Licensed Software functionality is substantially reduced in effectiveness or throughput.

9. Documentation.

Tyler will provide to Licensee, at Tyler's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software.

10. 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, provided that Tyler shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

11. 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) Abnormal Use, or (D) any other cause not 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.

12. Excluded Items.

i. Tyler's maintenance/support obligations shall not include:
    i. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Licensee has installed and is using the Licensed Software, (ii) Licensed Software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Client, third party consultants, or Support Contractors, (v) failure to incorporate Updates or Corrections, or (vi) any other cause not attributable to Tyler;
    ii. providing training covered in formal training classes;
    iii. performing Professional Services that would normally be provided at Licensee's business location;
    iv. development or support for any Licensed Software customizations or custom reports;
    v. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Tyler;
    vi. supporting hosting providers not certified by Tyler; or
    vii. Tyler University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Tyler.

ii. If Tyler notifies Licensee that a problem, error or malfunction 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. For those U.S. Government Licensees who purchased maintenance services under the Multiple Award Schedule (MAS) 70 contract, and such services require professional services, the then-current rates set forth in the MAS 70 contract shall apply.

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). Unless otherwise agreed in writing by Tyler, the terms and conditions of this Agreement will apply to any Professional Services provided to Licensee by Tyler after the Effective Date, whether or not this Agreement is referenced and whether or not an SOW or Quote (as applicable) is executed. Licensee acknowledges that the ultimate responsibility for the Professional Services rests with Licensee and that Tyler's role is to assist Licensee in that endeavor. 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 appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the “Project Manager”) and shall provide Tyler in writing with the name and contact information for that 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 while such Consultants are on Licensee's premises, provided that Licensee provides Tyler with reasonable advance notice of those policies. For U.S. Government Licensees, Tyler shall comply with all security requirements as set forth in the contract award.

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. Unless otherwise specified in an SOW or Quote (as applicable), Tyler may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies,

Licensee shall be responsible for the time it requires for Tyler’s consultants to expend to resolve the identified errors or issues.

5. Statement of Work.

All work performed by Tyler will be documented in an SOW or Quote (as applicable). Each SOW or Quote (as applicable) 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. If there is a conflict between this Agreement and the SOW or Quote (as applicable), the SOW shall control. For those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the then-current hourly rates as well as the terms and conditions set forth in the MAS 70 contract shall apply.

6. Change Orders.

Either party may propose changes in the scope of the SOW or Quote (as applicable), 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 work schedule requests of Licensee to the extent commercially practicable. Tyler reserves the right to change such schedule for any SOW if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond Tyler's reasonable control. Tyler will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

8. Cancellation or Rescheduling of SOWs.

Licensee may cancel or reschedule (if previously scheduled) all or part of any SOW upon thirty (30) days’ advance written notice (" Notice Period") and provide a detailed reason for the cancellation. Upon 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 (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling (such as lodging cancellation charges or air travel change fees). Tyler will make reasonable efforts to accommodate Licensee’s requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules 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. However, the fee may not exceed the remaining number of days scheduled on the SOW. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, Changes shall be made in accordance with FAR 52.212-4 (Changes).

9. Fees and Expenses.

Unless otherwise provided in an SOW or Quote (as applicable), 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 applicable SOW or Quote (as applicable). Unless otherwise agreed in writing in the SOW or Quote (as applicable), 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 MAS 70 contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time 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. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that Tyler or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that Tyler is not obligated to provide a credit for or reimbursement to Licensee for Benefits. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, fees and expenses owed to Tyler shall be in accordance with the authorized Task or Delivery Order written against the MAS 70 contract. Moreover, payment by U.S. Government Licensees for travel shall be reimbursed in accordance with Public Law --.234 and FAR Part 31.

10. Acceptance of Deliverables.

The process for accepting any and all deliverables under a SOW or Quote (as applicable) and this Section D will be in accordance with the following:

- Tyler will submit all deliverables other than software in writing.
- Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
- Within 10 business days of the requested changes Tyler will resubmit the deliverable.

- Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find the resubmitted deliverable acceptable the above process will continue.
- If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the acceptance process shall be in accordance with FAR 52.212-4(a) and the above referenced terms if incorporated into the contract award.

11. Projection Equipment.

If requested by Tyler, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, Tyler will provide projection equipment for an additional charge. For U.S. Government Licensees, any charges for projection equipment shall be included in the contract award and be funded accordingly.

Updated 02/21/22

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' (CHAMP") Vehicle Services Platform brings the industry's first patented, SaaS-based comprehensive modernization solution to state title issuing authorities. CHAMP enables full digital title, registration, lien management, and associated capabilities to benefit the entire vehicle title ecosystem. Our scalable, modular, cloud-base blockchain back-end system allows states with any level of current technology to offer a universal digital experience for dealers, lenders, insurance carriers, OEMs, state MVA's, and citizens themselves. In addition, because our solutions are SaaS, our state agency customers will always offer their constituents the advantages of the highest levels of capabilities and security.