

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Peter Pacillas, Police Chief (915) 212-4305
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.4 – Improve motorist safety and traffic management solutions

SUBJECT:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This to continue software, products, and services through Tyler Technologies.

BACKGROUND / DISCUSSION:

This is a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (a) (7) a procurement of items that are available from only one source. (D) captive replacement parts or components for equipment. This to continue software, products, and services through Tyler Technologies.

Tyler Technologies, Inc. (as successor-in-interest to Brazos Technology Corporation) begun an Agreement dated August 23, 2011, the Original Agreement was modified an amendment dated August 18, 2021, the City and Tyler now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this License and Services Agreement. The additional purchase of handheld devices for El Paso Police Department officers that are already in use by the department, and has current full interface with Full Court Enterprise, a software management program being utilized by El Paso Municipal Court, will provide continuity to the City. This agreement will further the municipal purpose of allowing the El Paso Police Department to comply with racial profiling requirements as determined by state and federal law, in addition to providing yearly reporting as required by Texas Commission on Law Enforcement.

SELECTION SUMMARY:

Not Applicable

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$499,343.00

Funding Source: Confiscated Funds

Account: 321 – 2812 – 21270 – 533030

2024-0297 Enforcement Mobile Software, Hardware and Services

Revised 1/23/2023-V3 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Peter Pacillas, Police Chief

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of February 27, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This to continue software, products, and services through Tyler Technologies.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

Department:	Police
Award to:	Tyler Technologies, Inc.
City & State:	Plano, TX
Item(s):	All
Initial Term:	4 Years
Option Term:	NA
Total Contract Time:	4 Years
Annual Estimated Award:	\$371,595.00 (One-time) \$30,535.00 (Year 1) \$31,451.00 (Year 2) \$32,395.00 (Year 3) \$33,327.00 (Year 4)
Initial Term Estimated Award:	\$499,343.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$499,343.00
Account(s):	321 – 2812 – 21270 – 533030
Funding Source(s):	Confiscated Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Tyler Technologies, Inc., under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

RESOLUTION

WHEREAS, City of El Paso and Tyler Technologies, Inc. (as successor-in-interest to Brazos Technology Corporation) are parties to an Agreement dated August 23, 2011, (the "Original Agreement");

WHEREAS, the City and Tyler modified the Original Agreement by an amendment dated August 18, 2021 (the "Brazos Amendment");

WHEREAS, the City and Tyler now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this License and Services Agreement;

WHEREAS, Section 252.022(a)(7)(D) of the Texas Local Government Code allows expenditures for a procurement of items that are available from only one source, including captive replacement parts or components for equipment;

WHEREAS, the additional purchase of handheld devices for El Paso Police Department officers that are already in use by the department, and has current full interface with Full Court Enterprise, a software management program being utilized by El Paso Municipal Court, will provide continuity to the City; and

WHEREAS, this agreement will further the municipal purpose of allowing the El Paso Police Department to comply with racial profiling requirements as determined by state and federal law, in addition to providing yearly reporting as required by Texas Commission on Law Enforcement.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas.

APPROVED this the _____ day of _____ 2024.

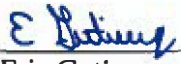
THE CITY OF EL PASO

Oscar Lesser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Peter Pacillas, Chief
El Paso Police Department



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of El Paso, with offices at 300 N. Campbell St., El Paso, Texas 79901 ("Client").

WHEREAS, Tyler and the Client are parties to that certain License and Services Agreement with an effective date on or around February 14, 2024 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement as further provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Addition of New Products and Services. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. The following payment terms shall apply:
 - a. *License Fees:* License fees are invoiced upon delivery of the software. As further described below, license fees for the Tyler Software identified on the Amendment Investment Summary shall be paid in full by application of the license fee credit issued pursuant to Paragraph 5 of this Amendment.
 - b. *Maintenance and Support Fees:* The annual maintenance and support term for the Tyler Software identified on the Amendment Investment Summary shall commence on March 1, 2024 and continue for one (1) year. The term shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 maintenance and support fees, at the rate set forth in Exhibit 1, will be invoiced on March 1, 2024. Subsequent maintenance and support fees will be invoiced annually in advance at Tyler's then-current rates, provided, however that fees for Years 2 through 4 will increase by no more than 3% over the prior year.
 - c. *Hosting Fees:* The annual hosting term for the Tyler Software identified on the Amendment Investment Summary shall commence on March 1, 2024 and continue for one (1) year. The term shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 hosting fees, at the rates set forth in Exhibit 1, will be invoiced on March 1, 2024. Subsequent hosting fees will be invoiced annually in advance at Tyler's then-current rates, provided, however that fees for Years 2 through 4 will increase by no more than 3% over the prior year.

- d. *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery. As further described below, fees for the Third Party Hardware identified on the Amendment Investment Summary shall be paid in full by application of the credits issued pursuant to Paragraph 5 of this Amendment.
 - e. *Shipping Fees*: Shipping fees are invoiced on the Amendment Effective Date.
- 2. Voiding Maintenance and Hosting Fees. Maintenance and Support and Hosting Fees for the following Tyler Software purchased pursuant to the Agreement are hereby waived for one (1) year, pending removal of such Tyler Software and the associated maintenance and hosting fees, as described in Paragraph 5 below, and accordingly any outstanding Maintenance and Support or Hosting Fee balances for such software is hereby voided:
 - a. REF License – (RunIt Software-MDC/TABLET/PDA/iOS Compatible) [300/MDC Lics] – Maintenance, in the amount of \$36,225;
 - b. Hosting Fee for the above-referenced software, in the amount of \$12,075.

For the avoidance of doubt, this Amendment does not change Client’s payment obligations related to the Task: Tow/Impound Report (standard) Tyler Software purchased pursuant to the Agreement with respect to the maintenance and support fees (in the Year 1 amount of \$683) or hosting fees (in the Year 1 amount of \$228) to be invoiced on March 1, 2024.

- 3. Payment of Balance Due. Upon execution of this Amendment, Client shall immediately pay all outstanding one-time fees due under the Agreement as of the Amendment Effective Date, if any, for a total amount paid of \$371,595.
- 4. Hardware Return. Upon execution of this Amendment, Tyler will issue to Client an RMA# and shipping labels for the return and tracking of the following Third Party Hardware previously added to the Agreement:
 - a. L-Tron, Acc-Laptop, DL Scanner w/Magnetic Mount (4910LR-152-LTRK-MM)-OLM item [300].

Upon receipt of the RMA#, Client will immediately ship to Tyler the above-listed hardware. Shipping costs are identified at Exhibit 1 and will be invoiced in accordance with Section 1 above. Other than the three (3) scanners that Tyler agrees to accept as an open-box return, the remaining 297 scanners must be received unopened and in “like-new” condition in order for the return to be fully credited as set forth below.

- 5. New Hardware Order; Removal of Licenses; Issuance of Credits. Upon Tyler’s receipt of both the payment described in Paragraph 3 and tracking information confirming that the hardware return described in Paragraph 4 has been picked up from Client and is en route to Tyler, the following shall occur:
 - a. Tyler shall order the Third Party Hardware identified in the Amendment Investment Summary for delivery to Client no later than March 15, 2024.

- b. The Third Party Hardware listed in Paragraph 4 shall be removed from the Agreement, and Tyler shall issue to Client a credit in the amount of \$108,900 for the return of such hardware. This credit shall be applied toward the total amount due for the Third Party Hardware identified on the Amendment Investment Summary in Exhibit 1 to this Amendment, and shall be reflected on the invoice for such hardware.
 - c. The licenses, maintenance and support, and hosting fees for the following Tyler Software shall be removed from the Agreement:
 - i. REF License – (RunIt Software-MDC/TABLET/PDA/iOS Compatible) [300/MDC Lics].
 - ii. Accordingly, for the avoidance of doubt, (1) the associated maintenance and support fees under the Agreement shall be reduced by \$36,225, leaving a total of \$22,901 in maintenance fees for Year 1, including items added pursuant to this Amendment; and (2) the associated hosting fees shall be reduced by \$12,075, leaving a total of \$7,634 in hosting fees for Year 1, including items added pursuant to this Amendment.
 - d. Tyler shall issue to Client a credit in the amount of \$172,500 for the above-listed software licenses. Of this amount, \$105,800 shall be applied to the total amount due for the license fees for Tyler Software identified on the Amendment Investment Summary in Exhibit 1, and \$66,700 shall be applied toward the total amount due for the Third Party Hardware identified on the Amendment Investment Summary. Such credit amounts shall be reflected on the invoices for such items.
 - e. Tyler shall issue to Client a credit in the amount of \$2,000 for the following services: Set-Up & Configuration for hardware platform – LAPTOP. Such credit shall be applied toward the total amounts due for the Third Party Hardware and Shipping Fees identified on the Amendment Investment Summary and shall be reflected on the invoices for such items.
- 6. For the avoidance of doubt, upon completion of all items and issuance of all credits listed above, the total balance due from Client for the License Fees, Third Party Hardware Fees, and Shipping Fees set forth in Exhibit 1 shall be \$0. For illustrative purposes only, an overview of the items purchased and credited pursuant to the Agreement as modified by this Amendment is attached hereto as Exhibit 2.
 - 7. Client agrees that if Tyler ultimately does not receive the hardware return as described in Paragraph 4 above, the credits outlined in Paragraph 5 shall be reversed, and Client will be responsible to pay in full for both the Third Party Hardware added to the Agreement via this Amendment and the Third Party Hardware listed in Paragraph 4.
 - 8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of El Paso, Texas

By: Sherry Clark
By: [Sherry Clark \(Feb 9, 2024 10:47 CST\)](#)

By: _____

Name: Sherry Clark

Name: Cary Westin

Title: Group General Counsel

Title: Interim City Manager

Date: 2/9/24

Date: _____

Approved as to form:

E Gutierrez
Eric Gutierrez
Senior Assistant City Attorney



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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INVESTMENT SUMMARY

Tyler Software	\$ 105,800
Services	\$ 416
Third-Party Products	\$ 177,184
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 283,400
Annual Recurring Fees/SaaS	\$ 7,406
Tyler Software Maintenance	\$ 22,218



Quoted By: Kimberly Germer
 Quote Expiration: 9/30/23
 Quote Name: Amendment to move Lics to PDA's
 GSA Contract- GS-35F-0096X

Sales Quotation For:

El Paso Police Department
 911 N Raynor St Lowr LEVEL
 El Paso, TX 79903-4136
 Phone: +1 (915) 832-4400

Shipping Address:

El Paso Police Department
 911 N Raynor St Lowr LEVEL
 El Paso, TX 79903-4136

Tyler Software

Description	License	Discount	License Total	Due 3/1/24 Maintenance
Enforcement Mobile				
License				
REF License -(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [/PDA 184 Lics] (ONE-TIME SPECIAL OFFER)	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
Total	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
TOTAL	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218

Annual / SaaS

Description	Quantity	Fee	Discount	Due 3/1/24 Annual
Enforcement Mobile				
Hosting Fee	1	\$ 7,406	\$ 0	\$ 7,406
TOTAL				\$ 7,406

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Shipping: City of El Paso to Tyler's College Station Office-(L-Tron Scanner Return)	1	\$ 450	\$ 34	\$ 416	\$ 0
TOTAL				\$ 416	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
TC720L-OME24B0-NA / Zebra EVM, TC72, no cellular	184	\$ 850	\$ 156,400	\$ 0	\$ 0
BTRY-TC7X-46MAH-01 / Zebra EVM, TC7X Battery	168	\$ 73	\$ 12,264	\$ 0	\$ 0
CBL-DC-388A1-01 / Zebra EVM, Acc-HH, US DC Line Cord	40	\$ 12	\$ 480	\$ 0	\$ 0
SAC-TC7X-4BTYPP / Zebra EVM, TC7X, 4 Slot Battery Charger	40	\$ 144	\$ 5,760	\$ 0	\$ 0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	40	\$ 43	\$ 1,720	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	40	\$ 14	\$ 560	\$ 0	\$ 0
TOTAL			\$ 177,184		\$ 0

Due 3/1/24

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 105,800	\$ 22,218
Total Annual	\$ 0	\$ 7,406
Total Tyler Services	\$ 416	\$ 0
Total Third-Party Hardware, Software, Services	\$ 177,184	\$ 0
Summary Total	\$ 283,400	\$ 29,624



Exhibit 2
Overview of Items Purchased and Credited – For Illustrative Purposes Only

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For Illustrative Purposes Only

Quoted By: Kimberly Germer
Quote Expiration: 2/28/24
Quote Name: Amendment to move MDC Lics to PDA's

Sales Quotation For:

El Paso Police Department
911 N Raynor St Lowr LEVEL
El Paso, TX 79903-4136
Phone: +1 (915) 832-4400

Shipping Address:

El Paso Police Department
911 N Raynor St Lowr LEVEL
El Paso, TX 79903-4136

Tyler Software

Description	License	Discount	License Total	Maintenance Due 3/1/24
Enforcement Mobile				
License				
REF License-(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [184/PDA Lics] (ONE-TIME SPECIAL OFFER)	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
Task: Tow/Impound Report (standard) (DELIVERED w/ENHANCEMENTS)	\$ 3,250	\$ 0	\$ 3,250	\$ 683
Total	\$ 109,050	\$ 0	\$ 109,050	\$ 22,901
TOTAL	\$ 109,050	\$ 0	\$ 109,050	\$ 22,901

Annual / SaaS

Description	Quantity	Fee	Discount	Annual Due 3/1/24
Enforcement Mobile				
Hosting Fee				
Hosting Fee	1	\$ 7,634	\$ 0	\$ 7,634

TOTAL

\$ 7,634

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Shipping: City of El Paso to Tyler's College Station Office-(L-Tron Scanners Return)	1	\$ 450	\$ 34	\$ 416	\$ 0
Set Up Fees - Third Party Hardware- (18) TC77's & (18) ZQ521- Agency will pay shipping to Brazos Customer Srv. (Reg. \$100/device) (DELIVERED)	1	\$ 0	\$ 0	\$ 0	\$ 0
Task: Language Translation (DELIVERED)	1	\$ 500	\$ 0	\$ 500	\$ 0
4 hours (one half day) of remote End User Training (DELIVERED)	1	\$ 500	\$ 0	\$ 500	\$ 0
Additional Training (One Day Onsite- Reg.\$1,000/day)- (DELIVERED)	1	\$ 0	\$ 0	\$ 0	\$ 0
Brazos Project Management (DELIVERED)	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
TOTAL				\$ 2,416	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Annual Maintenance
Enforcement Mobile					
TC720L-0ME24B0-NA / Zebra EVM, TC72, no cellular	184	\$ 850	\$ 156,400	\$ 0	\$ 0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	40	\$ 43	\$ 1,720	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	40	\$ 14	\$ 560	\$ 0	\$ 0
SAC-TC7X-4BTYPP / Zebra EVM, TC7X, 4 Slot Battery Charger	40	\$ 144	\$ 5,760	\$ 0	\$ 0
BTRY-TC7X-46MAH-01 / Zebra EVM, TC7X Battery	168	\$ 73	\$ 12,264	\$ 0	\$ 0
CBL-DC-388A1-01 / Zebra EVM, Acc-HH, US DC Line Cord	40	\$ 12	\$ 480	\$ 0	\$ 0
SAC-MPP-3BCHGUS1-01 ZEBRA AIT, 3 SLOT BATTERY CHARGER; SERIES; INCLUDES POWER SUPPLY AND US POWER CORD (DELIVERED)	10	\$ 245	\$ 2,450	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case (DELIVERED)	20	\$ 107	\$ 2,140	\$ 0	\$ 0
BTRY-MPP-34MA1-01 / Zebra, Acc-Printer, ZQ520, Battery (replaces P1031365-059) (DELIVERED)	30	\$ 66	\$ 1,980	\$ 0	\$ 0

ZQ52-BUE0000-00 / Zebra, Printer, ZQ521- (DELIVERED)	125	\$ 611	\$ 76,375	\$ 0	\$ 0
TOTAL			\$ 260,129		\$ 0

Summary	One Time Fees	Due 3/1/24 Recurring Fees	Due 3/1/25 Recurring Fees	Due 3/1/26 Recurring Fees	Due 3/1/27 Recurring Fees
Total Tyler Software	\$ 109,050	\$ 22,901	\$ 23,588	\$ 24,296	\$ 25,025
Total Annual	\$ 0	\$ 7,634	\$ 7,863	\$ 8,099	\$ 8,342
Total Tyler Services	\$ 2,416	\$ 0	\$ 0	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 260,129	\$ 0	\$ 0	\$ 0	\$ 0
Summary Total	\$ 371,595	\$ 30,535	\$ 31,451	\$ 32,395	\$ 33,367



LICENSE AND SERVICES AGREEMENT

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

WHEREAS, City of El Paso, El Paso Police Department (Client) and Tyler (as successor-in-interest to Brazos Technology Corporation) are parties to an Agreement dated August 23, 2011, (the "Original Agreement"), as modified by an amendment dated August 18, 2021 (the "Brazos Amendment");

WHEREAS, Tyler and Client now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of El Paso, Texas.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. Termination of Brazos Amendment. As of the Effective Date of this Agreement, the Brazos Amendment is hereby terminated by mutual agreement of the parties. For the avoidance of doubt, other than the items added to the Original Agreement pursuant to the Brazos Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.
2. License Grant and Restrictions.
 - 2.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may



be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

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

2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

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

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

2.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

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

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

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

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.



3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. **Client Assistance.** You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:



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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided



independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

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

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. Hosting Services are provided on an annual basis. The initial term commences on March 1, 2024, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the



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

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would



have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B)**



AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:

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

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

TYLER TECHNOLOGIES, INC.

CITY OF EL PASO, TX

By: Sherry Clark
Sherry Clark (Feb 9, 2024 10:02 CST)

By: _____

Name: Sherry Clark

Name: Cary Westin

Title: Group General Counsel

Title: Interim City Manager

Date: 2/9/24

Date: _____

Address for Notices:

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

Address for Notices:

City of El Paso, TX
300 N. Campbell St.
El Paso, TX 79901
Attention: _____

Approved as to form:

E Gutierrez

Eric Gutierrez
Senior Assistant City Attorney





Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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INVESTMENT SUMMARY

Tyler Software	\$ 175,750
Services	\$ 4,000
Third-Party Products	\$ 191,845
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 371,595
Annual Recurring Fees/SaaS	\$ 12,303
Tyler Software Maintenance	\$ 36,908



Quoted By: Kimberly Germer
 Quote Expiration: 8/31/21
 **eCit Lic & TOW Add-On Only
 **Special Pricing valid until 8/31/21
 Quote Name: GSA Contract- GS-35F-0096X

Sales Quotation For:

City of El Paso
 2 Civic Center Plz
 El Paso, TX 79901-1196
 Phone: +1 (915) 541-4145

Shipping Address:

City of El Paso
 2 Civic Center Plz

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
REF License -(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [300/MDC Lics]	\$ 172,500	\$ 0	\$ 172,500	\$ 36,225
Total	\$ 172,500	\$ 0	\$ 172,500	\$ 36,225
Task				
Task: Tow/Impound Report (standard)	\$ 3,250	\$ 0	\$ 3,250	\$ 683
Total	\$ 3,250	\$ 0	\$ 3,250	\$ 683
TOTAL	\$ 175,750	\$ 0	\$ 175,750	\$ 36,908

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				

Hosting Fee					
Brazos Hosting Fee	1	\$ 12,303	\$ 0	\$ 12,303	
TOTAL				\$ 12,303*	

*Total Hosting Fees reflect \$12,075 for the REF License - (RunIt Software-MDC/TABLET/PDA/iOS Compatible) Tyler Software and \$228 for the Task: Tow/Impound Report (standard) Tyler Software

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Brazos Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
Additional Training (One Day Onsite- Reg. \$1,000/day)	1	\$ 0	\$ 0	\$ 0	\$ 0
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Task: Language Translation	1	\$ 500	\$ 0	\$ 500	\$ 0
Set-Up & Configuration for hardware platform - LAPTOP	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up Fees - Third Party Hardware- (18) TC77's & (18) ZQ521- Agency will pay shipping to Brazos Customer Srv. (Reg. \$100/device)	36	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL				\$ 4,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	125	\$ 611	\$ 76,375	\$ 0	\$ 0
BTRY-MPP-34MA1-01 / Zebra, Acc-Printer, ZQ520, Battery (replaces P1031365-059)	30	\$ 66	\$ 1,980	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	20	\$ 107	\$ 2,140	\$ 0	\$ 0
SAC-MPP-3BCHGUS1-01 ZEBRA AIT, 3 SLOT BATTERY CHARGER; ZQ600, QLN AND ZQ500 SERIES; INCLUDES POWER SUPPLY AND US POWER CORD	10	\$ 245	\$ 2,450	\$ 0	\$ 0
L-Tron, Acc-Laptop, DL Scanner w/Magnetic Mount (4910LR-152-LTRK-MM)- OLM item	300	\$ 363	\$ 108,900	\$ 0	\$ 0
TOTAL			\$ 191,845		\$ 0

Summary**One Time Fees**

Total Tyler Software	\$ 175,750
Total Annual	\$ 0
Total Tyler Services	\$ 4,000
Total Third-Party Hardware, Software, Services	\$ 191,845
Total One-Time Cost	\$ 371,595

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Assumptions

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees; Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance, Hosting Fees, and SaaS Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days. Renewals will be invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below."

Implementation and other professional services fees shall be invoiced as delivered. Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement. Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



Exhibit B

Invoicing and Payment Policy

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

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

1. Outstanding Balances Under Brazos Amendment Voided. All outstanding balances due pursuant to the Brazos Amendment, including any subsequent annual maintenance and support and hosting fees for the items purchased pursuant to the Brazos Amendment, are hereby voided.
2. Tyler Software.
 - 2.1 *License Fees:* License fees are invoiced in full on the Effective Date.
 - 2.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are due on March 1, 2024. Subsequent maintenance and support fees are invoiced annually in advance of every anniversary thereof at Tyler's then-current rates, provided, however that fees for Years 2 through 4 shall increase by no more than 3% over the prior year.
3. Professional Services.
 - 3.1 *Professional Services:* All professional services listed in the Investment Summary have been delivered. Accordingly, professional services shall be invoiced in full on the Effective Date.
 - 3.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software, if any, are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
4. Hosting Fees. Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance, beginning on March 1, 2024. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates, provided, however, that fees for Years 2 through 4 shall increase by no more than 3% over the prior year.
5. Annual Services. Other annual services (including subscription services) not otherwise addressed herein, if any, shall have an initial term that commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment

Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

6. Third Party Products.

6.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced in full on the Effective Date.

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

6.3 *Third Party Hardware:* All Third Party Hardware listed in the Investment Summary has been delivered. Accordingly, all Third Party Hardware costs shall be invoiced in full on the Effective Date.

6.4 *Third Party Services:* All Third Party Services listed in the Investment Summary, if any, have been delivered. Accordingly, all Third Party Services shall be invoiced in full on the Effective Date.

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

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

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

Maintenance and Support Agreement

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

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on March 1, 2024 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities



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

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

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



Exhibit C Schedule 2 Support Call Process

Support Channels

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

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

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

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

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