



## LICENSE AND SERVICES AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Goodyear.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support 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.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

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- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

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

### 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including

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payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

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 various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. 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 implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process

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requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## 8. Acceptance Testing.

- 8.1 Conditional Acceptance of Tyler Software: Upon our notification to you that one or more components of the Tyler Software, conversions, interfaces and modifications and other software deliverables defined in the Statement of Work ("Software Components") are ready for testing, you will begin testing such Software Components in a non-production environment. You will conduct those tests using the procedures and standards mutually agreed to in the User Acceptance Test Plan, as set forth in the Statement of Work, or such other standards as are mutually agreed upon in writing ("Acceptance Test Procedures"). You will conduct the tests to determine whether each Software Component satisfies the Acceptance Test Procedures ("Pre-Live Testing"). You will have forty-five (45) days to conduct Pre-Live Testing unless otherwise agreed to by the parties per the project plan and/or project schedule, beginning on the date we notify you that the Software Component(s) is/are ready for testing. After that 45-day window has passed, you will notify us in writing if the Software Component(s) achieved "Conditional Acceptance." If you determine that one or more Software Components cannot achieve Conditional Acceptance for failure to satisfy the Acceptance Test Procedures, you will deliver to us a description of the failures according to reporting procedures agreed to by both parties. We will correct the failures in a timeframe mutually agreed to by the parties, your consent not to be unreasonably withheld, and you may repeat the Acceptance Test Procedures on the Software Component(s), repeating the process described above. This procedure shall continue until Conditional Acceptance of all Software Components. In the event we disagree with your determination that a Software Component cannot achieve Conditional Acceptance, we will note our dispute on the Issues Log and escalate the dispute accordingly, as set forth in the Statement of Work.
- 8.2 Final Acceptance of the Tyler Software. Once Conditional Acceptance of each of the Software Components has occurred, and the Tyler Software has been placed in a live production environment, you will operate the Tyler Software for a period of thirty (30) consecutive calendar days ("Live Testing"). During the Live Testing period, Client will notify Tyler of any new issues that are discovered where the Tyler Software does not comply with the Functional Requirements and upon verification of such Defects by Tyler, they will be added to the Punch List Issues along with the agreed schedule for resolution of such issue. Any new issue discovered during the Live Testing period that is causing an essential function of the Tyler Software to be inoperable without a mutually agreed to effective workaround must be resolved prior to "Final Acceptance", and will be considered a "Punch List Issue." At such time as all Punch List Issues that are designated as being resolved prior to Final Acceptance have been resolved, then Client will issue Final Acceptance. If a Punch List Issue that does not impair an essential function cannot reasonably be resolved within the Live Testing period, then Tyler will propose a schedule for the resolution of such issue for approval by Client, which approval will not be unreasonably withheld. Upon final agreement as to the schedule for resolving all Punch List Issues remaining at the end of the Live Testing period, Client will issue Final Acceptance. In the event Tyler and Client disagree on whether Punch List Issues have been resolved or require resolution prior to Final Acceptance, then either party may escalate the dispute accordingly, as set forth in the Statement of Work or the dispute resolution process set forth in this Agreement.
9. Personnel. Client may reasonably request removal of Tyler personnel performing services under this Agreement. Tyler shall be permitted a reasonable opportunity to remedy the issue(s) supporting Client's request. If Tyler fails to remedy the issue(s), Tyler shall promptly replace the personnel.

## SECTION D – MAINTENANCE AND SUPPORT

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

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

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

## **SECTION E – THIRD PARTY PRODUCTS**

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

1. Third Party Hardware. We will sell, 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.

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4. 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.
5. DocOrigin EULA. Notwithstanding any provision to the contrary in the DocOrigin EULA, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, 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 G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have

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been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

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

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
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 PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-

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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, 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

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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. 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. You agree that may also identify you in marketing presentations and promotional materials after obtaining your written consent.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial

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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. Continuation of Services – Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.
23. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary   |
| Exhibit B | Invoicing and Payment Policy   |
|           | Schedule 1: Business Travel Policy   |
| Exhibit C | Maintenance and Support Agreement  |
|           | Schedule 1: Support Call Process   |
| Exhibit D | Third Party Terms  |
| Exhibit E | Statement of Work  |
| Exhibit F | Tyler Functional Requirements Responses submitted to Client via email 8/19/16. |

In the event there is a conflict between provisions of this Agreement, the following order of precedence shall be adhered to:

- Agreements Sections A-I and Exhibits A-C, E & F
- Exhibit D

*Signature page follows*

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

Tyler Technologies, Inc.

City of Goodyear

By: Abigail Diaz

By: \_\_\_\_\_

Name: Abigail Diaz

Name: \_\_\_\_\_

Title: Vice President & Associate General Counsel

Title: \_\_\_\_\_

Date: September 16, 2016

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Address for Notices:

City of Goodyear  
190 N. Litchfield Rd.  
Goodyear, AZ 85338  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

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

*See following pages for Investment Summary.*



Quoted By: Jennifer Wahlbrink  
 Date: 9/13/2016  
 Quote Expiration: 2/27/2017  
 Quote Name: City of Goodyear-ERP-Munis  
 Quote Number: 2016-22853  
 Quote Description: 8-31-16 v.6

Sales Quotation For  
 City of Goodyear  
 190 N Litchfield Rd  
 Goodyear, Arizona 85338  
 Phone (623) 932-3910

**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Accounting/GL/BG/AP	\$115,500.00	29 @ \$1,275.00	\$36,975.00	\$17,000.00	\$169,475.00	\$20,790.00
Cash Management	\$24,250.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$30,625.00	\$4,365.00
Employee Expense Reimbursement	\$14,200.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$23,125.00	\$2,556.00
Fixed Assets	\$34,650.00	8 @ \$1,275.00	\$10,200.00	\$7,000.00	\$51,850.00	\$6,237.00
Project & Grant Accounting	\$25,400.00	6 @ \$1,275.00	\$7,650.00	\$7,000.00	\$40,050.00	\$4,572.00
Purchasing	\$58,900.00	18 @ \$1,275.00	\$22,950.00	\$4,000.00	\$85,850.00	\$10,602.00
<b>Payroll/HR:</b>						
HR Management	\$11,500.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$21,700.00	\$2,070.00
Payroll w/ESS	\$23,500.00	27 @ \$1,275.00	\$34,425.00	\$18,800.00	\$76,725.00	\$4,230.00
<b>Revenue:</b>						
Accounts Receivable	\$30,000.00	13 @ \$1,275.00	\$16,575.00	\$0.00	\$46,575.00	\$5,400.00
Business License	\$27,500.00	13 @ \$1,275.00	\$16,575.00	\$12,300.00	\$56,375.00	\$4,950.00
Central Property File	\$2,750.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$4,025.00	\$688.00
General Billing	\$14,000.00	7 @ \$1,275.00	\$8,925.00	\$11,200.00	\$34,125.00	\$2,520.00

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**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Maplink GIS Integration	\$16,500.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$17,775.00	\$2,970.00
Tyler Cashiering	\$46,000.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$54,925.00	\$8,280.00
UB Interface	\$13,200.00	6 @ \$1,275.00	\$7,650.00	\$0.00	\$20,850.00	\$2,376.00
Utility Billing CIS	\$41,000.00	26 @ \$1,275.00	\$33,150.00	\$23,400.00	\$97,550.00	\$7,380.00
<b>Productivity:</b>						
Tyler Forms Processing	\$19,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$19,500.00	\$3,900.00
Tyler Content Manager SE	\$45,000.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$55,200.00	\$8,100.00
Munis Analytics & Reporting	\$105,200.00	13 @ \$1,275.00	\$16,575.00	\$0.00	\$121,775.00	\$18,936.00
IVR Gateway	\$13,500.00	6 @ \$1,275.00	\$7,650.00	\$0.00	\$21,150.00	\$2,430.00
eProcurement	\$23,100.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$24,375.00	\$4,158.00
Citizen Self Service	\$30,000.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$31,275.00	\$5,400.00
<b>Additional:</b>						
Tyler System Management Services Contract	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Sub-Total:	\$735,150.00		\$269,025.00	\$100,700.00	\$1,104,875.00	\$162,910.00
<u>Less Discount:</u>	<u>\$36,759.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$36,759.00</u>	<u>\$132,910.00</u>
<b>TOTAL:</b>	<b>\$698,391.00</b>	<b>211</b>	<b>\$269,025.00</b>	<b>\$100,700.00</b>	<b>\$1,068,116.00</b>	<b>\$30,000.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Business Process Consulting - Accounts Payable	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Benefits Enrollment	1	\$5,250.00	\$0.00	\$5,250.00
Business Process Consulting - Budget	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Employee Expense Reimbursement	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - General Billing	1	\$26,250.00	\$0.00	\$26,250.00
Business Process Consulting - General Ledger	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - HR Management	1	\$28,000.00	\$0.00	\$28,000.00

# Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - Miscellaneous Cash	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - Project/Grant Accounting	1	\$26,250.00	\$0.00	\$26,250.00
Business Process Consulting - Purchasing & Requisitions	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Payroll	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Cash Management	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Utility Billing	1	\$31,500.00	\$0.00	\$31,500.00
Custom Report Development	12	\$1,275.00	\$0.00	\$15,300.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00
POS Cash Installation (Up to 3)	2	\$1,000.00	\$0.00	\$2,000.00
Post Live Implementation Days	18	\$1,275.00	\$0.00	\$22,950.00
Project Planning Services	1	\$11,000.00	\$0.00	\$11,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
Testing Assistance	18	\$1,275.00	\$0.00	\$22,950.00
Tyler Forms Library - Business License	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Financial	1	\$2,800.00	\$0.00	\$2,800.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
Tyler Graphing Agent - Addl Cost	1	\$500.00	\$0.00	\$500.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
TOTAL:				\$382,350.00

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	6	\$230.00	\$0.00	\$1,380.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	6	\$385.00	\$0.00	\$2,310.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	6	\$25.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	6	\$62.00	\$0.00	\$372.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	6	\$1,600.00	\$0.00	\$9,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$15,462.00			\$0.00
<b>TOTAL:</b>				<b>\$15,462.00</b>			<b>\$0.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$698,391.00	\$30,000.00
Total Tyler Services	\$752,075.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$15,462.00	\$0.00
<b>Summary Total</b>	<b>\$1,465,928.00</b>	<b>\$30,000.00</b>
<b>Contract Total</b>	<b>\$1,495,928.00</b>	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$161,380.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$2,000.00	\$0.00	\$2,000.00
Accounting Opt 2 - Budgets	\$2,000.00	\$0.00	\$2,000.00
Accounting Standard COA	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable Opt 1 - Checks	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable Opt 2 - Invoice	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Business License Opt 1 - Bills	\$6,300.00	\$0.00	\$6,300.00
Business License Std Master	\$6,000.00	\$0.00	\$6,000.00
Fixed Assets Opt 1 - History	\$2,500.00	\$0.00	\$2,500.00
Fixed Assets Std Master	\$4,500.00	\$0.00	\$4,500.00
General Billing Opt 1 - Recurring Invoices	\$4,000.00	\$0.00	\$4,000.00
General Billing Opt 2 - Bills	\$5,000.00	\$0.00	\$5,000.00
General Billing Std CID	\$2,200.00	\$0.00	\$2,200.00
Payroll - Option 10 Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 11 Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 1 Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - Option 6 Applicant Tracking	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 7 PM Action History	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 8 Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Opt 1 - Actuals	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Opt 2 - Budgets	\$2,000.00	\$0.00	\$2,000.00

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Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
Purchasing - Purchase Orders - Standard	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Option 1 Services	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 2 Assessments	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 3 Consumption History	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 4 Balance Forward AR	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Option 5 Service Orders	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Option 6 Backflow	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Standard	\$4,000.00	\$0.00	\$4,000.00
TOTAL:			\$100,700.00

# Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
<b>Productivity:</b>				
Postal XPress (Lorton) Annual Subscription	\$1,570.00	1	\$1,570.00	0
<b>TOTAL:</b>	<b>\$1,570.00</b>		<b>\$1,570.00</b>	<b>0</b>

# Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Bid Management	\$15,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$20,100.00	\$2,700.00
BMI Asset Track Interface	\$5,800.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$9,625.00	\$1,044.00
BMI CollectIT Interface	\$5,800.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$9,625.00	\$1,044.00
Contract Management	\$15,000.00	4 @ \$1,275.00	\$5,100.00	\$6,000.00	\$26,100.00	\$2,700.00
Inventory	\$34,650.00	8 @ \$1,275.00	\$10,200.00	\$6,200.00	\$51,050.00	\$6,237.00
Performance Based Budgeting	\$42,000.00	15 @ \$1,275.00	\$19,125.00	\$0.00	\$61,125.00	\$7,560.00
Standard Fuel Interface - SeeComments	\$5,800.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$9,625.00	\$1,044.00
Work Orders, Fleet & Facilities Management	\$43,300.00	25 @ \$1,275.00	\$31,875.00	\$17,500.00	\$92,675.00	\$7,794.00
<b>Payroll/HR:</b>						
Applicant Tracking	\$5,500.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$10,600.00	\$990.00
Professional Development	\$6,600.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$10,425.00	\$1,188.00
Risk Management	\$26,600.00	6 @ \$1,275.00	\$7,650.00	\$0.00	\$34,250.00	\$4,788.00
<b>Productivity:</b>						
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,550.00	\$900.00
Tyler Content Manager Self-Service (SE)	\$7,500.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$10,050.00	\$1,350.00

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#### Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Additional:</b>						
CAFR Statement Builder	\$18,750.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$23,850.00	\$3,375.00
EnerGov Asset Management	\$20,000.00	15 @ \$1,275.00	\$19,125.00	\$0.00	\$39,125.00	\$5,000.00
EnerGov Citizen Access Portal	\$40,800.00	6 @ \$1,275.00	\$7,650.00	\$0.00	\$48,450.00	\$8,160.00
EnerGov e-Reviews	\$30,599.00	18 @ \$1,275.00	\$22,950.00	\$0.00	\$53,549.00	\$6,120.00
EnerGov ESRI Integration	\$35,700.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$40,800.00	\$8,925.00
EnerGov iG Workforce Mobile	\$10,098.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$15,198.00	\$2,525.00
EnerGov Intelligent Objects Automation	\$16,316.00	15 @ \$1,275.00	\$19,125.00	\$0.00	\$35,441.00	\$4,080.00
EnerGov IVR	\$24,000.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$34,200.00	\$6,000.00
EnerGov Permits & Inspections	\$134,878.00	63 @ \$1,275.00	\$80,325.00	\$21,300.00	\$236,503.00	\$26,976.00
EnerGov Permitting & Land Management Suite (5)	\$12,000.00	65 @ \$1,275.00	\$82,875.00	\$0.00	\$94,875.00	\$2,400.00
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Tyler Incident Management	\$22,000.00	10 @ \$1,275.00	\$12,750.00	\$0.00	\$34,750.00	\$3,960.00
<b>TOTAL:</b>	<b>\$583,691.00</b>	<b>294</b>	<b>\$374,850.00</b>	<b>\$51,000.00</b>	<b>\$1,009,541.00</b>	<b>\$146,860.00</b>

#### Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	32	\$7,500.00	\$0.00	\$240,000.00
50% of Dedicated Project Manager (Monthly)	32	\$12,000.00	\$0.00	\$384,000.00
Business Process Consulting - Applicant Tracking	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Business Licenses	1	\$26,250.00	\$0.00	\$26,250.00
Business Process Consulting - Bid Management	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - Contract Management	1	\$10,500.00	\$0.00	\$10,500.00

#### Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Fixed Assets	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Inventory	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Performance Based Budgeting	1	\$33,250.00	\$0.00	\$33,250.00
Business Process Consulting - Permits & Code Enforcement	1	\$31,500.00	\$0.00	\$31,500.00
Business Process Consulting - Professional Development	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Risk Management	1	\$17,500.00	\$0.00	\$17,500.00
Business Process Consulting - Work Orders, Fleet & Facilities	1	\$33,250.00	\$0.00	\$33,250.00
Change Management Self Service	1	\$15,000.00	\$0.00	\$15,000.00
Configuration Postal Xpress (Lorton)	1	\$1,175.00	\$0.00	\$1,175.00
Dedicated Full Time Project Manager (Monthly)	32	\$20,750.00	\$0.00	\$664,000.00
EnerGov Permits & Code Forms Library (4 Forms)	1	\$4,200.00	\$0.00	\$4,200.00
EnerGov Project Manager Services	1	\$9,000.00	\$0.00	\$9,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,800.00	\$0.00	\$2,800.00
TOTAL:				\$1,545,925.00

#### Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
EnerGov Permits & Inspections - Option 1 - Applications	\$6,600.00	\$0.00	\$6,600.00
EnerGov Permits & Inspections - Option 2 - Violations	\$5,400.00	\$0.00	\$5,400.00
EnerGov Permits & Inspections - Option 3 - Inspections	\$5,400.00	\$0.00	\$5,400.00
EnerGov Permits & Inspections - Standard - Master	\$3,900.00	\$0.00	\$3,900.00
Inventory Opt 1 - Commodity Codes	\$2,200.00	\$0.00	\$2,200.00
Inventory Std Master	\$4,000.00	\$0.00	\$4,000.00
Work Order Opt 1 - Work Order Asset	\$4,500.00	\$0.00	\$4,500.00
Work Order Opt 2 - Closed Work Order History No Cost Data	\$6,500.00	\$0.00	\$6,500.00
Work Order Opt 3 - Work Order History With Cost Data	\$6,500.00	\$0.00	\$6,500.00
TOTAL:			\$51,000.00

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Barcode/RFID Data Terminal (MC3190Z)	1	\$3,895.00	\$0.00	\$3,895.00	\$0.00	\$0.00	\$0.00
BMI AssetTrak FA Bar Code/RFID Scanning System	1	\$8,030.00	\$0.00	\$8,030.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	\$2,975.00	\$0.00	\$2,975.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Barcode PrinterKit	1	\$795.00	\$0.00	\$795.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature Key	1	\$150.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$22,335.00			\$0.00
<b>TOTAL:</b>				<b>\$22,335.00</b>			<b>\$0.00</b>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Financials:</b>						
Accounting/GL/BG/AP	\$115,500.00	\$5,775.00	\$109,725.00	\$20,790.00	\$20,790.00	\$0.00
Cash Management	\$24,250.00	\$1,213.00	\$23,037.00	\$4,365.00	\$4,365.00	\$0.00
Employee Expense Reimbursement	\$14,200.00	\$710.00	\$13,490.00	\$2,556.00	\$2,556.00	\$0.00
Fixed Assets	\$34,650.00	\$1,733.00	\$32,917.00	\$6,237.00	\$6,237.00	\$0.00
Project & Grant Accounting	\$25,400.00	\$1,270.00	\$24,130.00	\$4,572.00	\$4,572.00	\$0.00

## Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Purchasing	\$58,900.00	\$2,945.00	\$55,955.00	\$10,602.00	\$10,602.00	\$0.00
Payroll/HR:						
HR Management	\$11,500.00	\$575.00	\$10,925.00	\$2,070.00	\$2,070.00	\$0.00
Payroll w/ESS	\$23,500.00	\$1,175.00	\$22,325.00	\$4,230.00	\$4,230.00	\$0.00
Revenue:						
Accounts Receivable	\$30,000.00	\$1,500.00	\$28,500.00	\$5,400.00	\$5,400.00	\$0.00
Business License	\$27,500.00	\$1,375.00	\$26,125.00	\$4,950.00	\$4,950.00	\$0.00
Central Property File	\$2,750.00	\$138.00	\$2,612.00	\$688.00	\$688.00	\$0.00
General Billing	\$14,000.00	\$700.00	\$13,300.00	\$2,520.00	\$2,520.00	\$0.00
Maplink GIS Integration	\$16,500.00	\$825.00	\$15,675.00	\$2,970.00	\$2,970.00	\$0.00
Tyler Cashiering	\$46,000.00	\$2,300.00	\$43,700.00	\$8,280.00	\$8,280.00	\$0.00
UB Interface	\$13,200.00	\$660.00	\$12,540.00	\$2,376.00	\$2,376.00	\$0.00
Utility Billing CIS	\$41,000.00	\$2,050.00	\$38,950.00	\$7,380.00	\$7,380.00	\$0.00
Productivity:						
Citizen Self Service	\$30,000.00	\$1,500.00	\$28,500.00	\$5,400.00	\$5,400.00	\$0.00
eProcurement	\$23,100.00	\$1,155.00	\$21,945.00	\$4,158.00	\$4,158.00	\$0.00
IVR Gateway	\$13,500.00	\$675.00	\$12,825.00	\$2,430.00	\$2,430.00	\$0.00
Munis Analytics & Reporting	\$105,200.00	\$5,260.00	\$99,940.00	\$18,936.00	\$18,936.00	\$0.00
Tyler Content Manager SE	\$45,000.00	\$2,250.00	\$42,750.00	\$8,100.00	\$8,100.00	\$0.00
Tyler Forms Processing	\$19,500.00	\$975.00	\$18,525.00	\$3,900.00	\$3,900.00	\$0.00
Additional:						
Tyler System Management Services Contract	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
<b>TOTAL:</b>	<b>\$735,150.00</b>	<b>\$36,759.00</b>	<b>\$698,391.00</b>	<b>\$162,910.00</b>	<b>\$132,910.00</b>	<b>\$30,000.00</b>

#### Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

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

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

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

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

## Comments

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

AssetTrak PPC Software, MC3190Z Portable Data terminal, Integrated RFID reader & Laser scanner, USB Com/Charging cradle w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Up to 4 hours of remote Install/training via GoToMeeting.

Additional Scanner, MC3190Z, 48 key, SDIO with program settings, Integrated Laser & RFID reader, Battery, USB com-charging cradle w/ps, AssetTrak PPC & TrakSync PDT Users Licenses.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

EnerGov modules are limited to a maximum of 55 users.

#### Comments

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Includes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.



## **Exhibit B**

### **Invoicing and Payment Policy**

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

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

1. **Tyler Software.**

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% on the earlier of use of the Tyler Software in live production or twelve (12) months from the Effective Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler shall limit increases to annual maintenance and support fees as indicated below:

1.2.1 Year Two – Zero percent (0%) increase over year one fees (prior to waiver);

1.2.2 Year Three – Five percent (5%) increase over year two fees;

1.2.3 Year Four - Five percent (5%) increase over year three fees; and

1.2.4 Year Five – Five percent (5%) over year four fees.

2. **Professional Services.**

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

2.2 *Consulting Services:* Business Process Consulting services will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

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

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification.

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You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.6 *Project Management*. Dedicated Project Manager fees are invoiced on a monthly basis commencing on the Effective Date.
- 2.7 *Systems Management*: Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

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

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

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies, Inc. – Operating



## **Exhibit B**

### **Schedule 1**

### **Business Travel Policy**

#### **1. Air Travel**

##### **A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

##### **B. Baggage Fees**

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

- Up to five days = one checked bag
- Six or more days = two 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; 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.

## 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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](http://www.gsa.gov/perdiem).

## 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.



## **Exhibit C**

### **Maintenance and Support Agreement**

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

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
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 (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) 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 our then-current 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**

### **Support Call Process**

### **Support Channels**

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

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

### *Support Resources*

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

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **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). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

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

## Issue Handling

### *Incident Tracking*

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

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. 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 support incident. 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. 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
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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

### DocOrigin

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- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

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## 6. LIMITATIONS OF LIABILITY.

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- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

## 7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

## 8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

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- 8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: [July 18 2013]**



## **Exhibit E**

### **Statement of Work**

*Statement of Work follows this page.*



## **Exhibit F**

### **Functional Requirements Responses**

Incorporated by reference.



**Exhibit G**  
**Agreement For**  
**Tyler Systems Management (“TSM”)**

Invoice to: City of Goodyear (“CUSTOMER”)

Contact: Applications Manager

Address: 190 N. Litchfield Rd.

Telephone: 623-882-7851

CUSTOMER agrees to purchase, and Tyler Technologies, Inc. (“TYLER”) agrees to provide, the services listed below in accordance with the following terms and conditions.

**I. Term of Agreement:**

This Tyler Systems Management Agreement (herein “TSM Agreement”) is effective as of the Available Download Date of the License and Services Agreement (“Agreement”) between TYLER and the CUSTOMER and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler’s then-current rates, unless terminated by either party at least thirty (30) days’ in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

**II. Scope of the Agreement:**

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of City of Goodyear.

**III. Payment:**

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), CUSTOMER agrees to pay TYLER the year one fee for the services described below. This payment is due and payable as indicated in Exhibit B. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.
2. Additional Charges. Any systems management services and/or related materials performed or supplied by TYLER for CUSTOMER that are not in-scope, as defined herein, will be invoiced to CUSTOMER on a time and materials basis at TYLER’S then-current rates

**IV. Covered System:**

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Servers that are required to run the Tyler application.

**V. Scope of Services:** TYLER will provide the following services for the benefit of CUSTOMER:

- a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at <http://www.tylertech.com/client-support>. CUSTOMER may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>. Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER'S system down, in which case CUSTOMER'S call will be moved to the head of the queue
- b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on. In cases where a stand-by server is employed, the stand-by server is included within the scope of this TSM Agreement, as long as the stand-by server is only used in the event of the primary production server failing.
- c. Database: Database administration services are restricted to three TYLER databases: one live database, one training database, and one test database.
  - (1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER'S then-current rates.
- d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.
- e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. TYLER does not support, and this TSM Agreement does not include support services for, any Microsoft product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a Microsoft product, but it is CUSTOMER'S responsibility to pursue support on Microsoft products directly from Microsoft or its authorized partners.
- f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

**VI. CUSTOMER Responsibilities:**

- a. CUSTOMER shall provide, at no charge to TYLER, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network

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connection available for remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

## VI. General

- a. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.
- b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
- c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.
- d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
- e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.
- f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.
- g. **Reservation of Rights:** TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.