

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

**Date:** August 28, 2025  
**Meeting Date:** September 8, 2025  
**Submitted By:** Jim Simpson  
**Department:** Co Atty's Office for IT  
**Signature of Elected Official/Department Head:**  
Jim Simpson Asst. Co. Atty

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>9-8-2025</b>

**Description:**  
Consideration for approval and authorization for County Judge to sign agreement with Tyler Technologies, Inc. for Enterprise Justice SaaS including Tyler Odyssey cloud migration services and associated software.  
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\_\_\_\_\_  
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(May attach additional sheets if necessary)

**Person to Present:** Dan Milam

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 10 minutes

**Session Requested:** (check one)  
 Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**  
 County Attorney     IT     Purchasing     Auditor  
 Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**



## SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, Client and Tyler are parties to an End User License Agreement and Professional Services Agreement dated January 13, 2014, as amended (“Original Agreement”), and a Continuous Improvement Program Agreement dated July 27, 2015 (“CIP Agreement”); and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the CIP Agreement with the managed services set forth in the Investment Summary, under the terms of this Agreement;

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a 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 Johnson County, Texas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“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 G.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Termination of Original Agreement and CIP Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler’s maintenance, support, and/or update obligations for the software included therein. The CIP Agreement shall terminate upon the commencement of the initial term for CSC and CSAM Services.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
4. Ownership.
  - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
  - 7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain,

SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

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

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 4 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

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

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

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

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

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

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in 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.
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 the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike

manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

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

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

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

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

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version

release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

## **SECTION D – THIRD PARTY PRODUCTS**

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

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

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

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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

1. **Intellectual Property Infringement Indemnification.**
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and

information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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

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

## 2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,**

OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

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

## SECTION H – GENERAL TERMS AND CONDITIONS

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

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

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

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Twilio Acceptable Use Policy. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, as set forth in Exhibit H. By signing this Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
23. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, as set forth in Exhibit H. By signing this Agreement, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

- |           |   |
|-----------|---|
| Exhibit A | Investment Summary<br>Schedule 1: Defendant Access Investment Summary |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy    |
| Exhibit C | Service Level Agreement<br>Schedule 1: Support Call Process           |

Exhibit D	Client Success Management and Consulting Terms and Conditions
Exhibit E	re:SearchTX Participation Terms and Conditions
Exhibit F	Justice Case Access Terms and Conditions
Exhibit G	Statement of Work
Exhibit H	Additional Terms and Conditions
Exhibit I	Johnson County Addendum

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.

Johnson County, TX

By: Rachel Mehlsak

By: Christopher Boedeker

Name: Rachel Mehlsak

Name: Christopher Boedeker

Title: Sr. Corporate Attorney

Title: County Judge

Date: 8/27/25

Date: 9-8-25

Address for Notices:

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

Address for Notices:

Johnson County, TX  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

*With a copy to:*

Tyler Technologies, Inc.  
 5101 Tennyson Parkway  
 Plano, TX 75024  
 Attention: Legal Department





## Exhibit A Investment Summary

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

Software Fees				
SaaS Payments	Year 1	Year 2	Year 3	Year 4
Annual Enterprise Justice SaaS Fees	\$984,260	\$1,025,223	\$1,068,234	\$1,113,396
SaaS Migration Discount	(\$81,926)	(\$60,216)	(\$43,011)	\$0
<b>Total Annual SaaS Fee</b>	<b>\$902,334</b>	<b>\$965,007</b>	<b>\$1,025,223</b>	<b>\$1,113,396</b>
Enterprise Justice SaaS Software				Annual SaaS Fee
<b>All Modules:</b>				<b>\$984,260</b>
Enterprise Case Manager				Included
Financial Manager				Included
Enterprise Attorney Manager - Prosecutor				Included
Enterprise Jail Manager				Included
Mugshots				Included
Case Manager Integration Toolkit				Included
Judge Edition (10-Courtrooms and 10-non courtroom licenses)				Included
Biometrics				Included
Jail Manager Integration Toolkit				Included
Jail Data Export - Multi Vendor				Included
Content Management Bundle (Document Management Bundle)				Included
Electronic Signatures (eSignatures)				Included
Record on Appeal				Included
Public Access-Agency & Attorney				Included
Defendant Access				Included
Justice Case Access				Included
re:SearchTX				Included
Managed Services - CSAM (2 Units) and CSC (1 Unit)				Included
Cybersecurity - Managed Detection and Response (MDR) (Free 4 Week Trial)				Included
Annual Enterprise Justice SaaS Fees Sub-Total				\$984,260
Implementation Services				
Enterprise Justice Professional Services (Fixed-Cost)				
Professional Services for SaaS Migration covered under CSC Program for \$55,000 for first year.				Included
CSAM Managed Services Program (2-Units, 40% Utilization) \$110,000				Included
<b>Total Enterprise Case Manager Professional Services Cost</b>				<b>Included</b>
<b>Notes:</b>				
<ul style="list-style-type: none"> <li>· Tyler has included storage up to 15 TB. Additional TB storage may be purchased at \$1,300 per TB.</li> <li>· 1 production and 2 non-production environments are included.</li> <li>· The MDR 4 week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR service terminates at the end of the trial period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting forth the ongoing terms and fees.</li> <li>· Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of \$67,324. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler.</li> </ul>				



**Exhibit A  
Schedule 1  
Defendant Access Investment Summary**

The fees for access to the Defendant Access application shall be the amounts referenced in the table below, and shall be paid by the consumer. Your use of the Tyler Software listed in the table below is subject to the terms of the Payment Processing Agreement set forth in Exhibit H.

Included Software		
<b>Tyler Software</b>		
Defendant Access		
Payments*		
Over the Counter - Payments*		
Optional Software		
<b>Tyler Software</b>	<b>Transaction Price</b>	
Defendant Access		
Selections with zero balance	\$3.50	
Online Case Review/Online Plea Agreement*	\$10.00	
Credit Card Processing Fees		
<b>* Defendant Access / Over the Counter</b>		
A convenience fee of 5% will be assessed to consumers for each electronic payment transaction that flows through the system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.		
<b>All Payments</b>		
Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Client.		
The disputed Principal Amount* associated with any chargebacks or returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount* associated with chargebacks or returns will be withdrawn from Tyler’s account invoiced to Client.		
*Principal Amount means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.		
A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.		
Hardware Services		
	Per unit (shipping/taxes included)	Order Total (shipping/taxes included)
Ingenico Lane7000 (Order Qty: 20 – no cost) (Includes: cables/stands/code injection)	\$0.00	\$0.00



## Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees**. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Upon expiration of the Initial Term, your annual SaaS fees will be at our then-current rates; provided, however, that SaaS fees for Year 4 will be at the rate set forth in the Investment Summary. Beginning on the commencement of the Initial Term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement for the software set forth in the Investment Summary or annual fees under the CIP Agreement.
  - 1.1 **Credit for Maintenance and Support and CIP Fees**. As of the commencement of the initial term, Client will receive a credit for any prepaid but unused annual fees payable under the CIP Agreement and for any prepaid but unused maintenance and support fees payable under the Original Agreement for the software set forth in the Investment Summary.
2. **Other Tyler Software and Services**.
  - 2.1 **Professional Services**. Fees for implementation and other professional services (including training) are included with the Year 1 CSC services.
  - 2.2 **Client Success Account Management (“CSAM”) and Client Solutions Consulting (“CSC”) Services**. The CSAM and CSC services shall have an annual term that runs concurrently with the SaaS Term, unless earlier terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your annual CSAM and CSC fees are included in, and will be invoiced with, your annual SaaS fees. CSAM and CSC services are subject to the terms set forth in Exhibit D.
  - 2.3 **Defendant Access**. Per transaction fees are paid directly by the end user at the time of the transaction. Fees are indicated in the Defendant Access Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
  - 2.4 **Managed Detection and Response (“MDR”) Services**. Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the

MDR Services and continues for a period of four (4) weeks (the “Trial Period”). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.

3. Third Party Products.

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

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

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

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

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

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B  
Schedule 1  
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

#### 4. Meals and Incidental Expenses

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

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

##### A. Overnight Travel

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

##### Departure Day

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

##### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

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

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

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

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

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

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

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

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

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

#### IV. Maintenance Notifications

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

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



## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

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

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

### Support Resources

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

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

### Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

## Incident Handling

### *Incident Tracking*

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

### *Incident Priority*

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

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

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

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

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

### *Incident Escalation*

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

### *Remote Support Tool*

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



**Exhibit D**

**Client Success Management and Consulting Terms and Conditions**

<b>Client Success Account Management</b>				<b>Start Date: Concurrent with Initial Term of Agreement</b>
<b>Term:</b>	Annual			
<b>Units:</b>	2	<b>Utilization:</b>	40%	<b>CSAM Fees: Included with SaaS Fees</b>
				<b>Total Annual Fees: Included with SaaS Fees</b>

<b>Client Solutions Consulting</b>				<b>Start Date: Concurrent with Initial Term of Agreement</b>
<b>Term:</b>	Annual			
<b>Units:</b>	1	<b>Hours:</b>	300	<b>CSC Fees: Included with SaaS Fees</b>
				<b>Total Annual Fees: Included with SaaS Fees</b>

**CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:**

**Proactive Relationship Management**

- Onsite kick-off meeting to establish a quarterly Strategic Account Plan
- Monthly meetings to review the plan status and make modifications if needed
- The Client Success Account Managers manage both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

**Release Planning**

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

**Support Pattern Recognition**

- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

**Operational Best Practices**

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

**Purchaser Specific Knowledge**

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

**Issue Management and Resolution**

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



**PROGRAM DETAILS**

- Client Support Account Management (CSAM) responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products.
- CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips.

**CLIENT SOLUTIONS CONSULTING (CSC) ACTIVITIES:****New Feature Implementation**

- Assist local SMEs with configuration and testing of new features in a test realm
- Assist local SMEs with movement of configuration from a test realm into production realm
- Assist local SMEs with documentation of requirement-gaps that require new Tyler development requests

**Configuration Assistance**

- Assist local SMEs with configuration of existing features
- Provide guidance on maintenance of configuration during legislative changes
- Assist with modification of configuration in a test realm to enable testing of potential process changes
- Approve and assist the promotion of configurations to Production Environment(s) after change management approval

**Training**

- Provide remote training on existing configured features to end-users and trainers
- Provide remote training on, or supplement primary trainer, for new feature implementation not requiring a professional services agreement
- Assist with management of the Tyler University accounts of end-users, such as registration and assignment of courses

**Release Testing Assistance**

- Remotely host testing sessions to guide SMEs through regression testing activities
- Collect test results for executive presentation of readiness
- Assist local SMEs to file tickets on issues found during regression testing

**Issue Management and Resolution**

- Provide initial support for usage and end-user training questions e.g. "How-to" support to prevent need for a support ticket
- Assist local SMEs with configuration change recommendations identified as best-practice as a result of a support ticket

**PROGRAM DETAILS**

- Client Solutions Consulting (CSC) responsibilities are limited to the Purchaser's Test and Production Environments, which are defined as being the software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products. CSC will not provide configuration assistance for Tyler eSolutions applications or non-Tyler software.
- Each CSC unit includes up to 300 hours annually. In order to make best usage of CSC resources, Purchaser agrees to plan with Tyler's CS Manager the CSC's usage of up to 25% of the total number of

utilization hours quarterly on a rolling, forward looking basis. For example, a quarter's activities can be structured around a major initiative and be grouped as a single engagement utilizing all allotted hours of that quarter. Similarly, a quarter could be designated as an "as needed" quarter, with remote assistance spread across the quarter. Each quarter's usage model must be defined by the end of the first month of the previous quarter. Requests to change a quarter's usage model must be mutually agreed upon by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations. Usage above the allotted hours per quarter must be arranged ahead of time and must be mutually agreed by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations.

- Current plan, year to date and future utilization will be reviewed quarterly with Purchaser and Tyler CSC staff, Account Manager, and Client Executive.
- CSC services must be consumed during the current annual term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent term.
- CSC Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, the CSC shall make one visit per quarter to the Purchaser's location. One trip shall have the duration of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if the CSC is requested to be present at the Purchaser's location over and above the aforementioned trips.

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## Exhibit E re:SearchTX Participation Terms and Conditions

WHEREAS, Tyler and the Texas Office of Court Administration (the “OCA”) entered into a certain Master Electronic Filing Agreement dated December 24, 2020 (the “eFile Agreement”) whereby Tyler has made available to Texas courts Tyler’s electronic filing system; and

WHEREAS, under the eFile Agreement, Tyler agreed to develop a document search/retrieval portal to be made available to Users; and

WHEREAS, Tyler has developed such portal, re:SearchTX, as further described herein; and

WHEREAS, Client wishes to make available certain documents and other data to re:SearchTX;

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

### SECTION A – DEFINITIONS

- **“Participation Agreement”** means these re:SearchTX Participation Terms and Conditions.
- **“Documents”** means accepted electronic filings, rulings, opinions, or any other documents that you deem appropriate for access through re:SearchTX.
- **“Metadata”** means a set of data that describes and gives information about case records and the Documents.
- **“re:SearchTX”** means the document search/retrieval portal envisioned by the eFile Agreement, whereby Users are able to search Metadata stored in the document search/retrieval portal to direct Users to county-stored documents as authorized by the stakeholders owning the records
- **“Users”** means those users permitted to access re:SearchTX as authorized by the OCA.

### SECTION B – ACCESS and OWNERSHIP

1. Integrated Method. We will use our standard APIs to integrate your case management system directly with re:SearchTX, allowing court documents and information to be exchanged between your case management system and re:SearchTX. The APIs will allow security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through re:SearchTX. Tyler will enable this integration and provide access to Users upon the Client’s written notice to proceed.
2. Portal Access. We will host and provide re:SearchTX to allow Users to search Metadata stored within re:SearchTX that directs Users to Documents you store outside of re:SearchTX. At no cost to the Client,

you will provide us with access to the Documents to the extent necessary for us to perform our obligations under this Participation Agreement.

3. Ownership.

3.1. You retain all ownership and intellectual property rights to the Documents and Metadata. Nothing in this Participation Agreement shall be deemed to vest in us any ownership rights in and to your Documents and Metadata; provided, however, you grant us a nonexclusive, perpetual, irrevocable, fully paid, royalty-free, license to the Documents and Metadata, consistent with the contemplated use of re:SearchTX under the eFile Agreement, including any amendments thereto.

3.2. We reserve all rights not expressly granted to you in this Participation Agreement. We own the title, copyright, and other intellectual property rights in re:SearchTX.

**SECTION C – GENERAL TERMS**

1. Term. The term of this Participation Agreement (“re:Search Term”) shall run concurrently with the SaaS Term of the Agreement. Should the eFile Agreement terminate or expire, the re:Search Term shall automatically terminate unless the parties mutually agree in writing to extend it.
2. re:SearchTX Limitation of Liability. OUR LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CORRECTION OF DEFECTS IN THE PORTAL. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PARTICIPATION AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITIES OF SUCH DAMAGE.
3. No Warranty. You acknowledge that all Documents are received directly from you on an “AS IS” basis, and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through the re:SearchTX are provided on an “AS IS” basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same. WE MAKE NO REPRESENTATION OR WARRANTY RELATED TO THE PERFORMANCE OF RE:SEARCHTX, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. In the event any terms in this Participation Agreement conflict with other terms in the Agreement, the terms in this Exhibit shall control.



## Exhibit F

### Justice Case Access Terms and Conditions

Justice Case Access will be provided subject to the following terms and conditions. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

#### SECTION A – DEFINITIONS

- **“JCA Agreement”** means these Justice Case Access Terms and Conditions.
- **“Documents”** means all documents Tyler makes available through Justice Case Access and any other public documents that you deem appropriate for access through Justice Case Access.
- **“Metadata”** means a set of data that describes and gives information about case records and the Documents.
- **“Principal Amount”** means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.
- **“re:Search”** means Tyler’s proprietary document search/retrieval repository whereby Users can search Metadata stored in the document search/retrieval repository to direct Users to court-stored documents as authorized by the stakeholders owning the records.
- **“Users”** means those users permitted to access Justice Case Access.

#### SECTION B – TERMS, ACCESS and OWNERSHIP

1. **Justice Case Access Terms.** Tyler will work with Client to implement Justice Case Access to make available court Documents and case information. The Client will guide and coordinate with Tyler as to the types of Documents, case information, security protocols, and functionality made available through Justice Case Access.
2. **Integrated Method.** Using standard APIs provided by us, you will integrate your case management system directly with Tyler’s proprietary document search and retrieval repository known as re:Search, allowing court documents and information to be exchanged between your case management system, re:Search, and Justice Case Access. If a client is already integrated with a re:Search state site, no further integration efforts are needed for Justice Case Access. The integration allows security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through Justice Case Access.
3. **Ownership.**
  - 3.1. You retain all ownership and intellectual property rights to the Documents. Nothing in this JCA Agreement shall be deemed to vest in us any ownership rights in and to your Documents.

3.2. We reserve all rights not expressly granted to you in this JCA Agreement. We own the title, copyright, and other intellectual property rights in Justice Case Access.

4. Integrations with Third Parties. Tyler shall be permitted to integrate with third-parties for the purpose of sharing publicly available information through Justice Case Access.

#### **SECTION C – TERM, FEES AND INVOICING**

1. Term. The term of this JCA Agreement shall run concurrently with the SaaS term of the Agreement.
2. Justice Case Access Document Purchase Fees. Client may choose to assess fees for Users to purchase Documents through Justice Case Access. The cost to purchase Documents will be set by the Client and 100% of the Document purchase revenue collected will go to the Client. These Document purchase transactions are subject to payment processing convenience fees, described below, which are collected and consumed by Tyler to pay for conducting these Document purchase transactions.
3. Justice Case Access Payment Processing Convenience Fees. Tyler may assess a convenience fee to Users for each electronic payment transaction initiated that flows through Tyler’s payments system when using a credit card, debit card or electronic check. Those convenience fees are set forth in Schedule 1 of this JCA Agreement. Your use of the payment card processing services provided through Justice Case Access is subject to the terms of the Payment Processing Agreement set forth in Exhibit H.

#### **SECTION E – GENERAL TERMS**

1. No Warranty of Documents. You acknowledge that all Documents are received directly from you and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through re:Search are provided on an “AS IS” basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same.

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**Exhibit F  
Schedule 1  
Merchant Payment Card Processing Fees**

**MERCHANT: Johnson County, TX**

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**JUSTICE CASE ACCESS PAYMENT PROCESSING FEES**

Tyler shall assess a convenience fee to consumers for each electronic payment transaction initiated that flows through Tyler's payments system when using a credit card, debit card or electronic check. Those convenience fees are as follows:

Tyler shall assess a 2.95% convenience fee for each credit and debit card transaction, subject to a minimum fee of \$1 per transaction.

Tyler shall assess a \$1.00 convenience fee for each electronic check (eChecks) transaction.

Pricing and Fee Modification

- a) By giving written notice to Merchant, Tyler may change the above fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third-party provider, or as of any later date specified in Tyler's notice to Merchant.

**ACCEPTED CARD TYPES**

Visa, MasterCard, Discover, Electronic Checks and American Express will be accepted.

**CHARGEBACKS AND CREDITS**

The disputed Principal Amount associated with chargebacks and other returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Client.



**Exhibit G**  
**Statement of Work**

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# Statement of Work

Johnson County, TX

“Client”

SaaS Migration

Tyler Technologies, Courts & Justice Division  
5101 Tennyson Parkway  
Plano, Texas 75024  
(972)713-3770 phone

“Tyler”



# Johnson County– Enterprise Justice Implementation

Statement of Work (SOW)

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## 1. Introduction

### Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 (“Tyler SaaS Migration and Upgrade Schedule”), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client’s readiness and

acceptance process.

**Products and Services Included:** The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

## Licensed Products

- N/A – No software products will be installed or delivered. This is a migration activity only.

## Services Summary

- Project Management – Project Duration
  - Scope and contract verification
  - Maintain project schedule
  - Schedule tasks and activities for Tyler staff
  - Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
  - Status reporting
  - Testing plan assistance
  - Go-Live Planning Assistance
- On-Premise to SaaS Migration Technical and Consulting Services
  - Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
  - Migrate (copy) Data to SaaS Test and SaaS Production environments
  - Migrate (Copy) Data to SaaS Stage environment if applicable
  - Migrate (copy) Images to SaaS Production environment
  - Enterprise Justice SaaS environment and Enterprise Justice configuration verification
  - Enterprise Custom Reports validation
  - Solution Validation Assistance – Client completes the activity, Tyler assists
  - Go-Live Support

### Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

## 2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. **Authorization Order** means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. **Business Process** means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps

- that do not use the legacy system, or a combination of both.
3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
  4. Data has the same meaning herein as it does in the Agreement.
  5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
  6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
  7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
  8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
  9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
  10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
  11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
  12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
  13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
  14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
  15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
  16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
  17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler’s support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
  18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler’s support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.

19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client’s communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client’s on-premise environment to Tyler’s SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client’s functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client’s non-functional team members that are technical in nature that are responsible for managing the Client’s current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

## 4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

### Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler’s project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client’s chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

**Project Management Services and Approach**

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler’s project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

<b>Project Management Highlights</b>		
<i>Activities &amp; Services</i>	<ul style="list-style-type: none"> <li>❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting)</li> <li>❖ Create and update the project schedule</li> <li>❖ Ensure project is within scope</li> <li>❖ Create change orders for new scope as needed</li> <li>❖ Track the project budget</li> <li>❖ Assist in scheduling project activities</li> <li>❖ With assistance and input from the Client project manager, track, manage, and update issues and risks</li> <li>❖ With assistance and input from Client project manager, create the go-live transition schedule</li> </ul>	
<i>Objectives</i>	<ul style="list-style-type: none"> <li>❖ Manage project scope</li> <li>❖ Track issues and risks</li> <li>❖ Deliver the project on time, on budget, and within scope</li> <li>❖ Assist the Client project manager as needed</li> </ul>	
<i>Participants</i>	<b>Tyler</b>	<b>Client</b>
	❖ Project Manager	❖ Project Manager

**Assumptions**

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

**Client Involvement**

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

**Phase 1: Tyler Hosted SaaS Migration**

This phase involves the tasks required to migrate the Client’s Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

**Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment**

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler’s hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

**Assumptions**

- Task is scheduled at least two weeks in advance.

**Client Involvement**

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

**Deliverables**

Deliverable	Description
<b>1.2.1 Build SaaS Environment – Production</b>	Tyler establishes a Production environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment - Test</b>	Tyler establishes a Test environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment – Stage Environment</b>	Tyler establishes a Stage environment per the SaaS agreement

**Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production**

During this task Tyler will migrate the Data from the Client’s on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

**Assumptions**

- None

**Client Involvement**

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

**Deliverables**

Deliverable	Description
<b>1.3.1 Migrate to SaaS Production for Testing</b>	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

**Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance**

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

**ECR Validation Assistance**

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

### **Integration Validation Assistance**

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

### **Testing and Validation Assistance**

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client’s testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

### **Assumptions**

- Pre-production SaaS migration has been completed.
- All internal or 3<sup>rd</sup> party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

### **Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

**Deliverables**

Deliverable	Description
<b>1.4.1 Org Chart Verification</b>	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
<b>1.4.2 ECR Validation</b>	Tyler updates ECR configuration to reflect the SaaS environment.
<b>1.4.3 Testing Assistance Complete</b>	Tyler assists client with process testing and site verification. Client is responsible for testing.

**Task 1.5 – Go-Live – Production Migration**

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client’s project manager will assist Tyler’s project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client’s on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support

until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

As provided in the Agreement, if Client rejects the implementation and requests Tyler to revert Client to its current on-premise Enterprise Justice environment, Tyler must begin the reversion process as described in the attached Schedule 2 (“Reversion Timeline”) within five (5) business days of receipt of Client’s notification. Tyler must thereafter complete the reversion process as documented, and within the time frame provided, in Schedule 2 (“Reversion Timeline”). Client will work with Tyler in good faith during the reversion process. The reversion process must ensure that all Data and Images that were entered into the SaaS Production environment after go-live are also reverted to the current on-premises Enterprise Justice environment, and Tyler must protect and verify the Data and Images reverted using the same steps as it did to protect and verify the Data and Images transferred during the migration to SaaS. If the reversion process is officially triggered pursuant to the process set forth in Section C(9) of the Agreement, Tyler will continue to provide the SaaS Production environment to Client, without charging SaaS fees, until the reversion process is complete and the current on-premises Enterprise Justice environment is live.

**Assumptions**

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- The Client’s on-premise Enterprise Justice environment will remain at the current installed version until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to the current Enterprise Justice version if one is available.

**Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler’s project manager is responsible for building the go-live plan with assistance from Client’s project manager.

**Deliverables**

Deliverable	Description
<b>1.5.1 Go-Live Data Migration</b>	Tyler migrates the on-premise Data to the SaaS Production environment
<b>1.5.2 Go-Live Image Migration</b>	Tyler migrates the on-premise Images to the SaaS Production environment

<b>1.5.3 Go-Live: First Record Created in SaaS Environment</b>	Client creates a new record or saves Data to an existing record in the SaaS Production environment.
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**Task 1.6 - Transition to Support & Project Closeout**

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

**Assumptions**

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

**Client Involvement**

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

**Deliverables**

Deliverable	Description
<b>1.6.1 Project Closeout Report</b>	Report that indicates all deliverables have been completed and the project is closed.

**Project Complete**

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.



**Exhibit H**  
**Additional Terms and Conditions**

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# Cybersecurity Services Terms of Service

These Cybersecurity Services Terms of Service govern your use of the following services:

Cybersecurity Managed Detection and Response (with Sophos Intercept X Advanced or Essentials)  
Sophos Intercept X Advanced  
Sophos Intercept X Essentials  
Cybersecurity Managed Detection and Response Student Traffic  
Enterprise Cybersecurity Portal  
Cybersecurity User Monitoring and Response  
Cybersecurity Continuous Vulnerability Scanning  
Cybersecurity Awareness Bundle  
Cybersecurity Ransomware and Audit Readiness Bundle  
Cybersecurity Preparedness Bundle  
Cybersecurity Custom Bundle  
Any other cybersecurity service provided by Tyler upon mutual agreement

## Section A – Definitions

- “Agreement” means these Cybersecurity Terms of Service.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- “Client” means the entity identified on the applicable Order Form.
- “Documentation” means any online or written documentation related to the services including, without limitations, any deliverables that we provide or otherwise make available to you.
- “Effective Date” means the date on which your authorized representative signs the Order Form.
- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Order Form” means a document listing the services and pricing associated with this Agreement.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

## Section B – Services

1. Services. We or an authorized third party will provide you the services indicated in the Order Form or any order for additional services. You agree that such services, inclusive of any technology involved in such service, may contain trade secrets belonging to Tyler or its authorized third party. You will not resell, distribute, make publicly available, share, or otherwise disclose such services or related technology to any other entity or individual.
2. Services Fees. You agree to pay us the services fees in the amounts set forth in Order Form.
3. Additional Services. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days. In the event that any such addendum or change order is not completed and executed by the parties prior to the timely submission by Tyler of an invoice for services as set forth in the Order Form, you agree to pay such invoice in accordance with this Agreement. A supplemental invoice for the additional services will be issued upon execution of the applicable addendum or change order.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) fees associated with cancelled services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide 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.
6. Client Assistance. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to timely perform the scope of services. This cooperation includes at least working with us to schedule the services you have contracted for. We will not be liable for failure in service delivery, including without limitation to meet any deadlines, when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## Section C – Invoicing and Payment; Invoice Disputes

1. Invoicing and Payment. We will invoice you for all fees set forth in the Order Form per Section F(19), subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of

the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

## Section D – Term & Termination

1. **Term.** The initial term of this Agreement commences on the first day of the month following your agreement to purchase services and lasts for one (1) year. Upon expiration of an initial term, the subscription service(s) will renew automatically for additional one (1) year renewal terms at our then-current fees unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current renewal term for subscription services.
2. **Termination For Cause.** Either party may terminate this Agreement for cause in the event the allegedly breaching party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within thirty (30) days of receiving a written notice of the alleged breach. Both parties agree to comply with Section F (1), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. **Termination for Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

## Section E – Indemnification, Limitation of Liability and Insurance

1. **General Indemnification.**
  - a. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or physical property damage to the extent caused by our negligence or willful misconduct; or (b) allegations of infringement of any patents or copyrights related to the Services. 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.
  - b. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
2. **DISCLAIMER / AS-IS.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TYLER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, A PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) THE PARTY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E (1).
4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **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 F – General Terms and Conditions

1. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

2. **Taxes.** The fees listed in this Agreement do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
3. **Nondiscrimination.** We will not discriminate against any employee or applicant in our employment practices or the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
4. **E-Verify.** We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the term of this Agreement to perform services within the United States for your project.
5. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
6. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
7. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
8. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any third party's End User License Agreement(s) or similar agreement(s).
9. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the Tyler cybersecurity services (as detailed in the Order Form), and supersedes any and all prior or contemporaneous agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
10. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
11. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
12. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the Order Form or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
14. **Confidentiality & Data Use.**
  - a. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
  - b. **Data Use.** Tyler and any third party used to provide the services under this Agreement will not publicly disclose your confidential information but may use your data to perform obligations of this Agreement and for reasonable business purposes including, without limitation, research, development, and quality assurance. We may also include aggregated and anonymized customer data in public materials or retain anonymized data after the termination of the Agreement.
15. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
16. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
17. **Multiple Originals and Signatures.** Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on Order Form or any subsequent amendment will be deemed an original signature and will be fully enforceable as if an original signature.
18. **Ownership.** We reserve all rights not expressly granted to you in this Agreement. The Documentation is protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Documentation.

19. **Payment Terms.** We will invoice you for the fees set forth in the Order Form as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- a. **Subscription Services.** Fees for annual subscription services shall be payable annually in advance, beginning on the commencement of the initial term as set forth at Section D(1). Your annual subscription services fees for the initial term are set forth in the applicable Order Form. Upon expiration of the initial term, your annual subscription services fees will be at our then-current rates.
- b. **Expenses.** The service rates in the Order Form do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- c. **Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).

20. **Sophos Terms.** If you use services including Sophos software or services, such use is subject to the current Sophos End User Terms of Use and any solution specific terms found here: <https://www.sophos.com/en-us/legal>. By accessing or using Sophos software or services, you expressly agree you have read, understand, and agree to such terms.

Updated 12/17/24

## Terms of Use Contents

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### Appraisal & Tax

Appraisal Services  
CAMA  
Tax Billing & Collection

### Data & Insights

Enterprise Data Platform  
Finance Insights  
Open Data Platform  
Performance Insights

### Civic Services

Asset Management  
Business Management  
Community Development  
Correspondence Management  
Environmental Health  
Fire Prevention  
Motor Vehicle  
Parks & Recreation

### Disability & Benefits

Disability Benefits Management  
Home & Community Based Services  
Veterans' Benefits  
Vocational Rehabilitation  
Workers' Compensation Case Management

### Corrections

Jail Management

### ERP

Financial Management  
Human Resources Management  
Revenue Management  
Utilities

### Courts & Justice

Civil Process  
Court Case Management  
Document Automation  
Electronic Filing  
Investigations & Audits  
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Justice Insights  
Prosecution & Attorneys  
Remote Hearings

### Land & Official Records

Public Access & Transparency  
Records Management

### Outdoor Recreation

Campground & Park Reservations  
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- Italy ALIAS Database Code of Conduct 

## Twilio Acceptable Use Policy

Last Updated: May 12, 2025

This Acceptable Use Policy ("**AUP**") describes rules that apply to any party ("**you**", "**your**", "**yours**", or "**Customer**") using any products and services provided by Twilio Inc. or any of its affiliates ("**Services**") and any user of the Services, including via any products and services provided by Customer ("**End User**"). Twilio Inc. together with its affiliates will be referred to as "**Twilio**" in this AUP. The prohibited conduct in this AUP is not exhaustive. Customer is responsible for its End Users' compliance with this AUP and making its End Users aware of this AUP. If Customer or any End User violates this AUP, Twilio may suspend Customer's use of the Services. This AUP may be updated by Twilio from time to time upon reasonable notice, which may be provided via Customer's account, e-mail, or by posting an updated version of this AUP at <https://www.twilio.com/legal/aup>.

**Prohibited Activities.** Do not use the Services to engage in or encourage any activity that is illegal, deceptive, harmful, a violation of others' rights, or harmful to Twilio's business operations or reputation, including:

- **Violations of Laws or Standards.** Violating laws, regulations, governmental orders, industry standards, or telecommunications providers' requirements or guidance in any applicable jurisdiction, including any of the foregoing that require (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.
- **Interference with the Services.** Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Services.
- **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

**No Service Integrity Violations.** Do not violate the integrity of the Services, including:

- **Bypassing Service Limitations.** Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- **Security Vulnerabilities.** Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- **Disabling the Services.** Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.
- **Harmful Code or Bots.** Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- **Unauthorized Access.** Attempting to gain unauthorized access to the Services.

**Data Safeguards.** Customer is responsible for determining whether the Services offer appropriate safeguards for Customer's use of the Services, including, but not limited to, any safeguards required by applicable law or regulation, prior to transmitting or processing, or prior to permitting End Users to transmit or process, any data or communications via the Services.

**Service and Country Specific Requirements.** Additional requirements for specific (a) Services, including any country specific requirements, and (b) products and services that are purchased from Twilio, but provided, or otherwise made available, by a third party are, in either case, set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Customer uses those specific (i) Services or (ii) third-party products and services.

Violations of this AUP, including any prohibited content or communications, may be reported to <https://www.twilio.com/help/abuse>. Customer agrees to immediately report any violation of this AUP to Twilio and provide cooperation, as requested by Twilio, to investigate and/or remedy that violation.



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## Service and Country Specific Requirements

**Last Updated:** July 9, 2025

Customer's use of the Services is subject to Customer's compliance with the Service Specific Requirements, Country Specific Requirements, and Country Specific Requirements for Communications Services below (collectively, "**Requirements**") to the extent applicable.

If any of the following terms are used but not defined within a Requirement below, they will have the meanings set forth in the [Twilio Acceptable Use Policy](#) ("**AUP**"): "**you**", "**your**", "**yours**", "**Customer**",

"**Twilio**", "**End User**", and "**Services**." Twilio may update or modify these Requirements from time to time. These updates and modifications that are material in nature are covered in this [change log](#), which Customer deems as reasonable and sufficient notice given to Customer for such updates and modifications. Customer's continued use of the Services constitutes Customer's acceptance of the updated or modified Requirements. Twilio recommends that Customer periodically reviews the change log and these Requirements.

These Requirements are part of the AUP.

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## Service Specific Requirements

The Service Specific Requirements for a particular Service apply solely to the extent Customer uses the identified Service.

- [Advisory Services](#)
- [Services in Private Beta](#)
- [Services Using Phone Numbers](#)
- [Short Codes](#)
- [Twilio Flex Fair Usage Policy](#)
- [Twilio Flex via a Non-Twilio Flex Account](#)
- [Twilio Flex Mobile Application](#)
- [Twilio Frontline](#)
- [Twilio Identity Verification - Twilio Lookup API - SIM Swap and Line Type Intelligence, Lookup Call Forwarding, Reassigned Number, Identity Match, Phone Number Verification, and Verify Silent Network Auth](#)
- [Twilio Messaging Policy: SMS, MMS, Conversations, and Third-Party Messaging Platforms](#)
- [Twilio Segment Customer Data Platform](#)
- [Twilio SendGrid Email Policy](#)
- [Twilio Voice Services Policy: Programmable Voice and Elastic SIP Trunking](#)
- [Verify: One-Time Password \(OTP\) Text Message Delivery](#)
- [Verify Fraud Guard](#)
- [Twilio <Pay>](#)

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## Services Using or Incorporating Artificial Intelligence or Machine Learning Technology

Some Services that use or incorporate artificial intelligence or machine learning technology features or functionality require the acceptance of additional terms (collective, "**AI/ML Features**"). If Customer elects to use an AI/ML Feature, Customer will need to accept and agree to the applicable AI/ML Feature terms when opting into using or otherwise activating such AI/ML Feature. The use of an AI/ML Feature is entirely optional and not required to use any Services. The terms for the AI/ML Features are available [here](#).

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## Third Party Services

Twilio acts as reseller of the third-party products and services set forth below ("**Third Party Services**"). If Customer purchases any Third Party Services from Twilio, such Third Party Services are solely provided by the applicable third party set forth below ("**Third Party Provider**"). Customer's use of any Third Party Services is subject to the applicable Third Party Provider's terms set forth below ("**Third Party Terms**"). Twilio is not a party to any Third Party Terms and is not liable for any Third Party Services whatsoever.

Third Party Services	Third Party Provider	Third Party Terms
<a href="#">Contact Center Workforce Management</a>	Calabrio, Inc.	<a href="#">Calabrio End User License Agreement</a>
<a href="#">DMARC Enforcement</a>	Valimail Inc.	<a href="#">Valimail Terms of Use</a>
<a href="#">DMARC Monitoring</a>	Valimail Inc.	<a href="#">Valimail Terms of Use</a>
<a href="#">Facebook Messenger for Business</a>	Meta Platforms, Inc. or its affiliates	<a href="#">Meta Platform Terms</a>
<a href="#">Google RCS Business Messaging</a>	Jibe Mobile, Inc.	<a href="#">Google Terms of Service for RCS Business Messaging</a>
<a href="#">Patient Assist</a>	SpinSci Technologies, LLC	<a href="#">SpinSci EULA Software License Agreement</a>
<a href="#">Spoke Phone</a>	Spoke Network Inc. or its affiliates	<a href="#">Spoke Phone Terms of Use</a>

Third Party Services	Third Party Provider	Third Party Terms
<a href="#">WhatsApp Business Platform</a>	WhatsApp LLC or its affiliates	If Customer is not an independent software vendor:  <a href="#">WhatsApp Business Solution Terms</a>  If Customer is an independent software vendor:  <a href="#">Meta Business Messaging Technology Provider Terms</a>
<a href="#">Xcelerate</a>	Waterfield Technologies, Inc.	<a href="#">Waterfield Terms of Service</a>

Additionally, Twilio may make available for purchase additional add-on features, functionality, or services (each, an “**Marketplace Add-on**”) from third party partners (each, an “**Add-on Partner**”) through the [Twilio Marketplace](#) or [Twilio SendGrid Marketplace](#). If Customer purchases a Marketplace Add-on from Twilio, such Marketplace Add-On is solely provided by the applicable Add-on Partner. Customer’s use of a Marketplace Add-on is subject to the applicable Add-on Partner’s terms of service (“**Marketplace Add-on Terms**”). Twilio is not a party to any Marketplace Add-on Terms and is not liable for any Marketplace Add-ons whatsoever. Marketplace Add-ons are not considered Services.

## Country Specific Requirements

The Country Specific Requirements for a particular country apply solely to the extent Customer uses the Services in the identified country, regardless of whether Customer is located, domiciled, or doing business in such country.

### United States, Mexico, and Canada

- [Emergency Services in the United States and Canada](#)
- [Illegal Robocalling Obligations for Voice Calls to/from United States Phone Numbers](#)
- [Text Messaging Content Collection and Monitoring for United States and Canadian Numbers](#)
- [Voice Calls to North America Phone Numbers](#)

### United Kingdom (UK)

- [UK Emergency Calling Functionality](#)

## Brazil

- [Brazil Phone Numbers for Voice Communications](#)

## France

- [France Phone Numbers](#)

## Spain

- [Spain Geographic Phone Number-Based Interpersonal Communications Services](#)

## Countries in the European Union (EU)

- [European Electronic Communications Code Disclosures](#)

## United Arab Emirates (UAE)

- [UAE Toll-Free and Geographic Phone Numbers](#)

## Japan

- [Emergency Services in Japan](#)

## Australia

- [Australian Phone Numbers](#)

## China

- [Text Messaging Restrictions in the People's Republic of China](#)

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## Country Specific Requirements for Communications Services

**“Communications Services”** means any regulated Services provided through Twilio's application programming interfaces that facilitate the exchange of information via various forms of electronic communications, including, without limitation, voice, video, or messaging.

For regulatory, licensing, or tax compliance reasons, the Communications Services, or a portion thereof, may be provided to Customer by one or more of the applicable Twilio entities set forth below, either (a) individually or in combination with other affiliated Twilio entities or (b) through a service provider not affiliated with Twilio acting on behalf of such Twilio entity(ies) set forth below.

**If Customer is provided Communications Services in:**

**Communications Services are provided by the following Twilio entity:**

United States of America

Twilio US Technology Inc.  
Company incorporated in the State of Delaware  
Registration No. 6735842  
101 Spear Street, 5th Floor  
San Francisco, CA 94105  
United States of America

- Canada
- Hong Kong
- Australia
- New Zealand
- Any other country not identified in this Country Specific Requirements for Communications Services table

Twilio Inc.  
Company incorporated in the State of Delaware  
Registration No. 4518652  
101 Spear Street, 5th Floor  
San Francisco, CA 94105  
United States of America

- Any country within the European Union (excluding Sweden and Norway)
- United Kingdom
- Iceland
- Switzerland

Twilio Ireland Limited  
Company registered in the Republic of Ireland  
Registration No. 557454  
70 Sir John Rogerson's Quay  
Dublin 2, D02 R296  
Ireland

Sweden

Twilio Ireland Limited  
Company registered in the Republic of Ireland  
Registration No. 557454  
70 Sir John Rogerson's Quay  
Dublin 2, D02 R296

**If Customer is provided Communications Services in:**

**Communications Services are provided by the following Twilio entity:**

Ireland

Twilio Sweden AB

Company registered in Sweden

Registration No. 556708-1731

c/o Baker McKenzie Advokatbyrå KB

P.O. Box 180

Stockholm SE-101 23

Sweden

Norway

Twilio Ireland Limited Norwegian Branch

Company registered in Norway

Registration No. 925137588

c/o Advokatfirm DLA Piper Norway DA Bryggegata 6

0250 Oslo, Norway

Brazil

Teravoz Telecom Telecomunicações Ltda.

Company registered in Brazil

Registration No. 21.028.759/0001-52

Rua Padre João Manoel, 808

4th and 5th Floors, Cerqueira César

City of São Paulo, State of São Paulo, 01411-000, Brazil

Japan

Twilio Japan G.K.

Company registered in Japan

Registration No. 0110-03-009480

**If Customer is provided Communications Services in:**

**Communications Services are provided by the following Twilio entity:**

c/o ARK Outsourcing KK  
3-5-704 Ebisu 4-Chome, Shibuya-ku,  
Tokyo 150-0013, Japan

Singapore

Twilio Singapore Pte. Ltd.  
Company registered in Singapore  
Registration No. 201529394G  
c/o Baker McKenzie  
38 Beach Road #23-11  
South Beach Tower  
Singapore 189767



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## **Text Messaging Content Collection and Monitoring for United States and Canadian Numbers**

**Last Updated:** March 2, 2022

Subject to the [Twilio Privacy Notice](#), Twilio collects and monitors the content of text messages that Customer transmits via the Services to United States and Canadian numbers in order to detect spam, fraudulent activity, and violations of the [Twilio Acceptable Use Policy](#). Prior to using the Services, Customer will provide notice to, and obtain and document consent from, the sender and recipient of text messages to permit Twilio to (a) transmit such text messages and (b) collect and monitor the content of such text messages for the purpose of detecting spam, fraudulent activity, and violations of the [Twilio Acceptable Use Policy](#).



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## Services Using Phone Numbers

**Last Updated:** July 9, 2024

If Customer uses a phone number with any of the Services, the following requirements apply:

### Phone Number Compliance

Customer will provide Twilio with true, accurate, and complete information associated with Customer's use of any phone number with the Services for which Twilio is required to have an address or any other information of Customer or an End User, if applicable, on record. Customer will keep the foregoing information current and provide reasonable cooperation regarding information requests from law enforcement, regulators, or

telecommunications providers. Furthermore, if Customer uses any Services that require the use of a phone number, Customer will comply with any law or regulation that is or becomes applicable as a result of Customer's software application or service interfacing with the Services.

### **Phone Number Porting**

Customer agrees not to obtain phone numbers via Customer's account for the sole purpose of immediately porting them out.

Customer agrees to provide Twilio with explicit consent in the form required by Twilio for each phone number that Customer seeks to port out. If Customer is not the person that makes use of a phone number that is to be ported out, Customer agrees to obtain such explicit consent from the person that makes use of such phone number prior to initiating a port-out request with Twilio. Customer agrees not to take any action to prevent the execution of a port-out request once it has instructed Twilio to facilitate such port-out request.

Customer's port-out request may not be possible if (a) the phone number is not in service; (b) the port-out request is prohibited by applicable law or regulation; (c) the port-out request is not supported by the underlying telecommunications provider or entity receiving the port-in request; or (d) the port-out request is unauthorized, incomplete, or incorrect.

### **Withdrawal and Replacement of Phone Numbers**

Customer acknowledges that phone numbers associated with Customer's account are subject to (a) domestic and international laws, policies, and regulations and (b) requirements of underlying telecommunications providers, international intergovernmental organizations (e.g., International Telecommunications Union (ITU)), and phone numbering plan administrators ((a) and (b) collectively, "**Phone Number Rules**"). Twilio may withdraw or replace any phone number associated with Customer's account (x) if required pursuant to the Phone Number Rules; (y) if the use of such phone number violates Phone Number Rules; or (z) for technical reasons. Twilio will, where possible, provide Customer with notice prior to any phone number withdrawal or replacement for the foregoing reasons.

Separately, unless prohibited by the Phone Number Rules, Twilio may withdraw or replace any phone number if such phone number is associated with Customer's account and has not been used for at least ninety (90) days. In this case, Twilio will provide Customer with at least ninety (90) days written notice prior to withdrawing or replacing an unused phone number associated with its account. Additionally, Twilio may withdraw or replace any phone number without prior notice if such phone number is associated with (x) a trial account that has not been used for more than ninety (90) days or (y) Customer's account that has been suspended for more than ninety (90) days.



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## Short Codes

**Last Updated:** January 1, 2021

Customer must submit a completed short code application for each short code Customer intends to use to the applicable telecommunications provider for approval. Twilio has no control over a telecommunications provider's approval of short code applications. Telecommunications providers may require, from time to time, additional information from Customer or modifications to Customer's short code application. Customer is not entitled to any refunds or credits of any short code application fees or short code lease fees if Customer fails to provide such additional information or make the required modifications.

Customer will not change its short code use case approved by the applicable telecommunications provider without first working with Twilio to have the new short code use case approved by such telecommunications provider.



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## Twilio Messaging Policy: SMS, MMS, Conversations, Third-Party Messaging Platforms

**Last Updated:** November 12, 2024

This Messaging Policy applies to SMS, MMS, Conversations, and Third-Party Messaging Platform channels. We all expect that the messages we *want* to receive will reach us, unhindered by filtering or other blockers. An important step Twilio and our customers can take to make that expectation reality is to prevent and eliminate *unwanted* messages. Towards that end, we strive to work with our customers so that messages are sent with the consent of the message recipient, and that those messages comply with applicable laws, communications industry guidelines or standards, and measures of fairness and decency.

This principle is central to [Twilio's Acceptable Use Policy](#).

## Twilio Messaging

Twilio treats all messaging transmitted via Twilio's platform - regardless of use case or phone number type (e.g., long code, short code, or toll-free) - as Application-to-Person (A2P) messaging. All A2P messages originating from Twilio are subject to this Messaging Policy, which covers rules and /or prohibitions regarding:

- Consent ("opt-in");
- Revocation of Consent ("opt-out");
- Sender Identification;
- Messaging Usage;
- Filtering Evasion; and
- Enforcement.

This policy applies to all customers who use Twilio's messaging channels. If you provide your own end users or clients with the ability to send messages through Twilio, for example as an ISV (Independent Software Vendor), you are responsible for the messaging activity of these users. You must ensure that any messaging activity generated by your users is in compliance with Twilio policies.

## Consent / Opt-in

What Is Proper Consent?

Consent can't be bought, sold, or exchanged. For example, you can't obtain the consent of message recipients by purchasing a phone list from another party.

Aside from two exceptions noted later in this section, you need to meet each of the consent requirements listed below. If you are a software or platform provider using Twilio's platform for messaging within your application or service, you must require your customers to adhere to these same requirements when dealing with their users and customers.

### Consent Requirements

- Prior to sending the first message, you must obtain agreement from the message recipient to communicate with them - this is referred to as "consent", you must make clear to the individual they are agreeing to receive messages of the type you're going to send. You need to keep a record of the consent, such as a copy of the document or form that the message recipient signed, or a timestamp of when the customer completed a sign-up flow.
- If you do not send an initial message to that individual within a reasonable period after receiving consent (or as set forth by local regulations or best practices), then you will need to reconfirm consent in the first message you send to that recipient.

- The consent applies only to you, and to the specific use or campaign that the recipient has consented to. You can't treat it as blanket consent allowing you to send messages from other brands or companies you may have, or additional messages about other uses or campaigns.
- Proof of opt-in consent should be retained as set forth by local regulation or best practices after the end user opts out of receiving messages.

### Alternative Consent Requirements

While **consent is always required** and the consent requirements noted above are generally the safest path, there are two scenarios where consent can be received differently.

#### *Contact initiated by an individual*

If an individual sends a message to you, you are free to respond in an exchange with that individual. For example, if an individual texts your phone number asking for your hours of operation, you can respond directly to that individual, relaying your open hours. In such a case, the individual's inbound message to you constitutes both consent and proof of consent. Remember that the consent is limited only to that particular conversation. Unless you obtain additional consent, don't send messages that are outside that conversation.

#### *Informational content to an individual based on a prior relationship*

You may send a message to an individual where you have a prior relationship, provided that individual provided their phone number to you, and has taken some action to trigger the potential communication, and has not expressed a preference to *not* receive messages from you. Actions can include a button press, alert setup, appointments, or order placements. Examples of acceptable messages in these scenarios include appointment reminders, receipts, one-time passwords, order/shipping/reservation confirmations, drivers coordinating pick up locations with riders, and repair persons confirming service call times.

The message can't attempt to promote a product, convince someone to buy something, or advocate for a social cause.

### Periodic Messages and Ongoing Consent

If you intend to send messages to a recipient on an ongoing basis, you should confirm the recipient's consent by offering them a clear reminder of how to unsubscribe from those messages using standard opt-out language (defined below). You must also respect the message recipient's preferences in terms of frequency of contact. You also need to proactively ask individuals to reconfirm their consent as set forth by local regulations and best practices.

### **Identifying Yourself as the Sender**

Every message you send must clearly identify you (the party that obtained the opt-in from the recipient) as the sender, except in follow-up messages of an ongoing conversation.

### **Opt-out**

The initial message that you send to an individual needs to include the following language: "Reply STOP to unsubscribe," or the equivalent using another standard opt-out keyword, such as STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT.

Individuals must have the ability to revoke consent at any time by replying with a standard opt-out keyword. When an individual opts out, you may deliver one final message to confirm that the opt-out has been processed, but any subsequent messages are not allowed. An individual must once again provide consent before you can send any additional messages.

## Usage Limitations

### Content We Do Not Allow

The key to ensuring that messaging remains a great channel for communication and innovation is preventing abusive use of messaging platforms. That means we never allow some types of content on our platform, even if our customers get consent from recipients for that content. [Twilio's Acceptable Use Policy](#) prohibits sending any content that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public, even if the content is permissible by law. Other prohibited uses include:

- Anything that is illegal in the jurisdiction where the message recipient lives. Examples include, but are not limited to:
  - *Cannabis*. Messages related to cannabis are not allowed in the United States as federal laws prohibit its sale, even though some states have legalized it. Similarly, messages related to CBD are not permissible in the United States, as certain states prohibit its sale. Twilio defines a cannabis message as any message which relates to the marketing or sale of a cannabis product, regardless of whether or not those messages explicitly contain cannabis terms, images, or links to cannabis websites.
  - *Prescription Medication*. Offers for prescription medication that cannot legally be sold over-the-counter are prohibited in the United States.
- Hate speech, harassment, exploitative, abusive, or any communications that originate from a hate group.
- Fraudulent messages.
- Malicious content, such as malware or viruses.
- Any content that is designed to intentionally evade filters (see below).

### Country-Specific Rules

All messages should comply with the rules applicable to the country in which the message recipient lives, which can be found in our [Country-Specific Guidelines](#). Additionally, Twilio has [Country Specific Requirements](#) for select countries, which you should review prior to sending a message to recipients in or from those countries.

### Age and Geographic Gating

If you are sending messages in any way related to alcohol, firearms, gambling, tobacco, or other adult content, then more restrictions apply. In addition to obtaining consent from every message recipient, you must ensure that no message recipient is younger than the legal age of consent based on where the recipient is located. You also must ensure that the message content complies with all applicable laws of the jurisdiction in which the message recipient is located or applicable communications industry guidelines or standards.

You need to be able to provide proof that you have in place measures to ensure compliance with these restrictions.

## **Messaging Policy Violation Detection and Prevention Evasion**

Customers may not use Twilio's platform to evade Twilio's or a telecommunications provider's unwanted messaging detection and prevention mechanisms. Subject to [Twilio's Privacy Notice](#), Twilio collects and monitors the content of text messages that are transmitted via Twilio's platform to certain countries in order to detect spam, fraudulent activity, and violations of [Twilio's Acceptable Use Policy](#). For more information on the collection and monitoring of text message content in certain countries, please review [Twilio's Country Specific Requirements, which are part of Twilio's Acceptable Use Policy](#).

Examples of prohibited practices include:

- Content designed to evade detection. As noted above, we do not allow content which has been specifically designed to evade detection by unwanted messaging detection and prevention mechanisms. This includes intentionally misspelled words or non-standard opt-out phrases which have been specifically created with the intent to evade these mechanisms.
- Snowshoeing. We do not permit snowshoeing, which is defined as spreading similar or identical messages across many phone numbers with the intent or effect of evading unwanted messaging detection and prevention mechanisms.
- Simulated social engineering attacks. You are prohibited from transmitting messages that are used for security testing, including simulated phishing and other activities that may resemble social engineering or similar attacks.
- Other practices identified and prohibited by this policy and [Twilio's Acceptable Use Policy](#).

## **How We Handle Violations**

When we identify a violation of these principles, where possible, we will work with customers in good faith to get them back into compliance with this policy. However, to protect the continued ability of all our customers to freely use messaging for legitimate purposes, we reserve the right to suspend or remove access to Twilio's platform for customers or customers' end users' that we determine are not complying with the Messaging Policy, or who are not following the law in any applicable area or applicable communications industry guidelines or standards, in some instances with limited notice in the case of serious violations of this policy.

# Payment Processing License and Services Agreement

This Payment Processing License and Services Agreement (this “Processing Agreement”) is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation (“Tyler”), and Client (the “Merchant”).

## 1. ACKNOWLEDGEMENTS

- a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain a license to Tyler’s payments software identified in an Order Form and payment processing services on Merchant’s behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a “Processor”), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.
- c. To the extent elected in the Order Form, Tyler will provide Merchant with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant’s Originating Depository Financial Institution (ODFI) as agreed to in the Order Form. ACH Transactions and Card Transactions may collectively be referred to as “Transactions.”

## 2. MEMBER BANK AGREEMENT REQUIRED

- a. When Merchant’s customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Associations”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler. If Merchant accepts American Express, then Merchant agrees that the terms of Exhibit A shall apply.
- b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the “Member Bank Agreement”). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.
- c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant’s obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

## 3. SETTLEMENT AND CHARGEBACKS

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the “Merchant Bank Account”) at a bank that is a member of the Automated Clearing House (“ACH”) system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days’ prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.
- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.
- c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for payment transactions shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant’s failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

## 4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that

Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit B attached hereto and incorporated herein.

- b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.
- c. Payment of Fees.
- i. Online Payments. For payments that are initiated online, a convenience fee, service fee, technology fee or other applicable fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.
  - ii. Over the Counter Payments. For payments that are initiated in your offices, a convenience fee, service fee, technology fee or other applicable fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid.
  - iii. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge an eCheck/ACH fee, technology fee or other fee specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.
  - iv. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, authorization fees, interchange fees, dues, assessments, card brand fees, and Tyler fees.
  - v. Invoicing. For all fees set forth in an Order Form and not paid directly by end user to Tyler, Tyler shall invoice Merchant for such fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and applicable fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

## 5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

## 6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

## 7. CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.
- c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

## 8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws and PCI DSS. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations. Merchant shall comply with PCI DSS version 4.0 and any more current versions or amendments thereto, including, without limitation, any relevant maintenance, inspection, scanning, remediation and training obligations set forth therein. In addition, to the extent that Merchant has identified third party software that will be integrated with Tyler's payments software, Merchant shall be responsible for ensuring that such third party software is in compliance with PCI DSS version 4.0 and any more current versions, including, but not limited to, the relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 10. INDEMNIFICATION

- a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member may debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant, and Merchant will pay same to Tyler.
- b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules.
- c. Intellectual Property.
  - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),
  - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.
- d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

## 11. TAXES

- a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

## 12. TERM, SUSPENSION, AND TERMINATION

- a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue until the termination or expiration of Tyler's other agreement with Merchant to provide Tyler software or services. If Merchant does not have another such agreement with Tyler, (a) the initial term of this Processing Agreement shall be three years, and (b) at the end of such initial term and on each subsequent anniversary of the Effective Date, the term shall extend for an additional one year period unless either party provides 90 days' prior written notice.
- b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
  - i. For purposes of this Section, "Cause" means either:
    - A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
    - B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
    - C. breach of Section 7; or

- D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.
- iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.
- c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

## 13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

## 14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.
- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Order Form) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein.

Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

## 15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Effective Date means the date this Processing Agreement was signed by both parties or added to the parties' existing agreement.
- g. Member or Member Bank means an entity that is a member of the Associations.
- h. Order Form means a document listing the pricing associated with this Processing Agreement.
- i. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- j. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- k. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.
- l. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis

from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

## Exhibit A

### American Express Sponsored Merchant Terms (“SMT”)

1. Compliance. If Merchant, also referred to herein as “Sponsored Merchant,” accepts American Express cards as a form of payment processed through Tyler’s electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. Merchant Operating Guide. Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide). Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. Re-directing Prohibited. Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
5. Third-Party Beneficiaries. Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. Definitions. Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

## Exhibit B

### Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the “Processing Agreement”).

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT
  - a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
  - b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) (“Equipment”) to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.
  - c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant’s address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
  - d. Rights and Restrictions. Tyler shall process payments received from Merchant’s Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Services Devices. Merchant agrees that all of Merchant’s over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant’s business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or

personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.

- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

## 2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

## 3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

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**Exhibit I**  
**Johnson County Addendum**

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**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM TO TYLER TECHNOLOGIES, INC. AGREEMENT  
(2025 SaaS Data Migration Services)**

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**The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:**

**1.1**

This **Addendum** is part of the Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” or “**JOHNSON COUNTY**” or “**CLIENT**” and **TYLER TECHNOLOGIES, INC.** **TYLER TECHNOLOGIES, INC.** may be referred to herein as “**TYLER TECHNOLOGIES**” or “**COMPANY**”.

**1.2**

**JOHNSON COUNTY and TYLER TECHNOLOGIES as applicable, may be collectively identified as the “Parties” or each individually a “Party”. This Addendum is part of the Agreement with TYLER TECHNOLOGIES and is intended to supplement the Agreement. This Addendum shall control over any conflicting term in the Agreement.**

**1.3**

RESERVED (pertains to Cooperative Purchasing Agreements)

**2.1**

**This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in the Northern District of Texas, Dallas Division.**

**2.2**

Reserved.

**2.3**

Reserved.

**2.4**

Reserved.

**3.1**

Reserved.

3.2

Reserved.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

Reserved.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use.

4.4

Reserved.

5.1

Reserved.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

**“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”**

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY'S receipt and review of an accurate invoice through the COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. TYLER TECHNOLOGIES understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. TYLER

TECHNOLOGIES further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the “bill run” for the Commissioners Court. Nothing in the foregoing is intended to modify the invoicing and payment terms otherwise set forth in the Agreement, including Exhibit B thereof. If Johnson County does not believe that an invoice is accurate, it will invoke the invoice dispute provision in Section E(2) of the Agreement.

### **5.3**

Reserved.

### **6.1**

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

### **6.2**

Tyler agrees to comply with applicable provisions of the Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"). Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information related to **TYLER TECHNOLOGIES** or this Agreement, then COUNTY will forward the request to **TYLER TECHNOLOGIES**. It shall be the obligation of **TYLER TECHNOLOGIES** to prepare and submit to the Texas Attorney General’s Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **TYLER TECHNOLOGIES** in making such submission to the Texas Attorney General’s Office. **TYLER TECHNOLOGIES acknowledges and understands that payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

### **6.3**

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

### **6.4**

Reserved.

### **6.5**

**It is understood and agreed that JOHNSON COUNTY will not be subject to**

**arbitration.** Nothing in this clause is intended to modify the dispute resolution procedures set forth in Section H(3) of the Agreement.

**6.6**

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

**7.1**

**TYLER TECHNOLOGIES** certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **TYLER TECHNOLOGIES** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

**7.2**

**TYLER TECHNOLOGIES** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **TYLER TECHNOLOGIES** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

**7.3**

**TYLER TECHNOLOGIES** verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**7.4**

**TYLER TECHNOLOGIES** verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) “Boycott energy company” has the meaning assigned by Section 809.001.
- (2) “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) “Governmental entity” has the meaning assigned by Section 2251.001.

**7.5**  
**Reserved.**

**7.6**

**TYLER TECHNOLOGIES** certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 ([NDAA FY23](#)) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

**8.1**

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

**8.2**

All documents, data, content and records provided to Tyler by Johnson County or necessary to utilize the Tyler Software are and shall be the exclusive property of JOHNSON COUNTY, TEXAS or the State of Texas or a political subdivision thereof. Johnson County acknowledges and agrees that there shall be no work for hire under this Agreement and Tyler Technologies maintains ownership of its software, proprietary information, deliverables, and anything developed by it under the Agreement.

**8.3**

RESERVED (relates to Construction, Engineering and associated data accumulation)

**8.4**

**At the termination of this Agreement, to the extent TYLER TECHNOLOGIES possesses or controls access to JOHNSON COUNTY data, upon request by COUNTY, TYLER TECHNOLOGIES must return such data via a medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. TYLER TECHNOLOGIES recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law may be subject to criminal prosecution and civil liability.**

**8.5**

**In no event will JOHNSON COUNTY have less than 120 days from notice of termination of the Agreement to secure any data or records in a mutually agreeable format and via a mutually agreeable method.**

**8.6**

**The parties agree that neither party is bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents. References to links or websites for contract terms CANNOT and WILL NOT be enforced against either party.**

**8.7**

**Except as set forth in Section H(8) related to assignment of the Agreement, neither party shall be subject to any provision that may be changed without notice or without the mutual written agreement of the parties.**

**8.8**

**Reserved.**

**8.9**

**TYLER TECHNOLOGIES will not factor its receivables (from JOHNSON COUNTY) to any third-party company or bank without the permission of the Johnson County Commissioners Court.**

**9.1**

**In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control.**