CITY OF ROUND ROCK
"SOFTWARE AS A SERVICE" AGREEMENT
WITH TYLER TECHNOLOGIES, INC.

This "Software as a Service" agreement (hereinafter referred to as the "SaaS Agreement" or the "Agreement") is made on the _____ day of the month of _____, 2020 (hereinafter referred to as the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices located at One Tyler Drive, Yarmouth, Maine 04096 (hereinafter referred to as "Tyler") and the City of Round Rock, Texas, a home-rule municipality with offices located at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "Client" or the "City").

WHEREAS, Client desires to license certain Financials, Human Resource, and Payroll Administrative Software (hereinafter referred to as the "System"); and

WHEREAS, Tyler is a sole source provider for Client's current System; and

WHEREAS, Client, by signature on this Agreement, is awarding Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, which consideration is declared good and sufficient by both parties, Tyler and Client agree that Tyler shall provide certain products and services, and Client shall pay the prices agreed therefor, in accordance with the requirements and conditions set forth in this Agreement.

This Agreement consists of the following sections and exhibits, each of which is attached hereto and incorporated by reference as though recited herein verbatim:

SECTION A: Definitions
SECTION B: SaaS Services
SECTION C: Other Professional Services
SECTION D: Maintenance
SECTION E: Third Party Products
SECTION F: Invoicing and Payment; Invoice Disputes
SECTION G: Term and Termination
SECTION H: Indemnification, Limitation of Liability and Insurance
SECTION I: General Terms and Conditions

EXHIBIT A: Investment Summary
EXHIBIT B: Invoicing and Payment Policy; Business Travel Policy (Schedule 1)
EXHIBIT C: Service Level Agreement; Support Call Process (Schedule 1)
EXHIBIT D: End User License Agreement

SECTION A: DEFINITIONS

- **"Agreement"** means this Software as Services Agreement, including all exhibits attached hereto, which are incorporated herein by reference for all purposes.
- **"Business Travel Policy"** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached hereto as Schedule 1 to Exhibit "B."
- **"Client"** means the City of Round Rock, Texas.

- **"Data"** means the Client's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler's written proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Tyler's then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to the Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both Tyler and Client by their authorized representatives execute the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war riot or civil commotion, fire, natural disaster, or any other cause that could not be reasonably foreseen or prevented by the parties.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services, attached hereto as Exhibit "A."
- **"Invoicing and Payment Policy"** means Tyler's invoicing and payment policy, attached hereto as Exhibit "B."
- **"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 Tyler's normal business hours, or training, consulting, or other professional services not set forth herein.
- **"SLA"** means the service level agreement. A copy of Tyler's current SLA is attached hereto as Exhibit "C."
- **"Support Call Process"** means the support call process applicable to all Tyler's customers who have licensed the Tyler Software. A copy of Tyler's current Support Call Process is attached hereto as Schedule 1 to Exhibit "C."
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable in the attached Exhibit "D."
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including all integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B: SAAS SERVICES

1. ## Rights Granted.

   Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's internal business purposes for the number of Defined Users only. The Tyler Software shall be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software as further described in Section D(3). The foregoing notwithstanding, to the extent Tyler has sold Client perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which Client is receiving SaaS Services, Client's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement, including without limitation, Section B(4). Tyler will make any such software available to Client for download.

2. ## SaaS Fees.

   Client agrees to pay Tyler the SaaS Fees as set forth in the Investment Summary in accordance with the Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms set forth in Section I(1). In the event Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees consistent with the overage(s).

3. ## Ownership.

   a) Tyler shall retain all ownership of intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler pursuant to this Agreement. Client shall not acquire any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services as set forth herein.

   b) Client acknowledges that the Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.

   c) Client shall retain ownership and intellectual property rights to the Data. Client acknowledges Tyler does not create or endorse any Data used in connection with the SaaS Services, except to the extent necessary to carry out Tyler's obligations pursuant to this Agreement.

4. ## Restrictions.

   Client agrees and acknowledges that it: (a) shall not 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) shall not modify, make derivative works, of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) shall not access or use the SaaS Services in order to build or support and/or assist a third party in building or supporting products or services competitive to Tyler; or (d) shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty.

Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler 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 Tyler's then current Support Call Process.

6. SaaS Services.

   a) Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Tyler has attained, and agrees to maintain, SOC 1 and SOC2 compliance, or its equivalent, for the duration of this Agreement.

   b) Client shall be hosted on shared hardware in a Tyler data center or a third party data center. In either event, databases containing Client's Data shall be dedicated to Client and inaccessible to any other customers.

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

   d) In the event Tyler declares a disaster, Tyler's Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection (d), RTO represents the amount of time after Tyler declares a disaster, within which Client's access to the Tyler Software must be restored.

   e) Tyler shall conduct annual penetration testing of either the production network and/or web application to be performed. Tyler shall maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler shall provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of Tyler's security protocols. Tyler shall undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Client's written request. Client shall 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 Tyler's network and systems (hosted or otherwise) is prohibited without the prior written approval of Tyler's IT Security Officer.

   f) Tyler shall test its discovery recovery plan on an annual basis. Tyler's standard test is not client-specific. In the event Client requests a client-specific disaster recovery test, Tyler shall work with Client to schedule and execute said test on a mutually agreeable schedule. At Client's written request, Tyler shall provide test results to Client within a commercially reasonable timeframe after receipt of said request.

g) Tyler shall be responsible for importing back-up and verifying that Client can log-in. Client shall be responsible for running reports and testing critical processes to verify the returned Data.

h) Tyler shall provide secure Data transmission paths between each of Client's workstations and Tyler's servers.

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

j) If applicable, Tyler shall be responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data. Tyler affirms that as of the Effective Date, Tyler has complied with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in Tyler's status, Tyler shall comply with applicable notice requirements.

SECTION C: PROFESSIONAL SERVICES

1. Services.

Tyler shall provide the professional services set forth in the Investment Summary.

2. Fees and Expenses.

Client agrees to pay Tyler for the professional services fees in the amounts set forth in the Investment Summary in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated within the Investment Summary are good faith estimates of the amount of time and materials required for Client's implementation. Tyler shall invoice the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary shall be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services.

The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based upon Tyler's understanding of the specifications supplied by Client. If additional work is required, or if Client uses or requests additional services, Tyler shall provide Client with an addendum outlining the costs of the additional work. The price quotes in the addendum shall be valid for thirty (30) days from the date of the quote.

4. Cancellation.

In the event Client cancels services less than two (2) weeks in advance of the mutually scheduled date of services (other than for Force Majeure or a breach by Tyler), Client shall be liable to Tyler for the following:

a) All non-refundable expenses incurred by Tyler on Client's behalf; and

b) The daily fees associated with the cancelled services, only if Tyler is actually unable to re-assign its personnel. Tyler shall make all reasonable efforts to reassign personnel in the event Client cancels within two (2) weeks of scheduled commitments.

5. Services Warranty.

Tyler warrants that it shall perform services in a professional, good and workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler shall re-perform the services at no additional cost to Client.

6. Site Access and Requirements.

At no cost to Tyler, Client shall provide Tyler with full and free access to Client's personnel, facilities and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the parties.

7. Background Checks.

Tyler agrees that all Tyler employees have undergone criminal background checks prior to hire for the past twelve (12) years. All Tyler employees have executed a confidentiality agreement and security policies.

8. Client Assistance.

Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resource of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at a minimum, working with Tyler to schedule implementation related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).

SECTION D: MAINTENANCE

1. Scope of Agreement.

For as long as Client timely pays the SaaS Fees according to the Invoicing and Payment Policy, Tyler agrees to provide maintenance services for the Tyler Software in accordance with the terms and conditions set forth herein.

2. Additional Charges.

Any maintenance services performed by Tyler for Client, at Client's express direction, which are not covered by this SaaS Agreement (see Limitations and Exclusions at Section D(5) below), including materials and expenses, shall be billed to Client at Tyler's then-current rates.

3. <u>Maintenance Services Terms and Conditions</u>.

For as long as this SaaS Agreement is in place, Tyler shall:

   a) Perform Tyler's maintenance and support obligations in a professional, good and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   b) Provide telephone support on the Tyler Software. Tyler personnel shall accept telephone calls during the hours delineated in the Support Call Process;

   c) Maintain personnel that are appropriately trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance services;

   d) Provide Client with all major and minor releases of the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement; and

   e) Provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Tyler's then-current release life cycle policy.

4. <u>Remote Services</u>.

Tyler shall use all reasonable efforts to perform support services remotely. Currently Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Client agrees to maintain a high-speed internet connection capable of connecting Tyler to Client's PCs and server(s). Client agrees to provide Tyler with a log-in account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. It Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler shall be responsible for its travel expenses, unless it is determined by the parties, in their reasonable discretion, that the reason onsite support was required was outside of Tyler's control. Client agrees in either event to provide Tyler with full and free access to Tyler 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 Tyler to provide the maintenance and support services, all at no charge to Tyler. Client agrees to maintain at all times its VPN for back-up connectivity purposes.

5. <u>Limitations and Exclusions</u>.

Maintenance services 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 not set forth herein; or (d) support outside Tyler's normal business hours as listed in Tyler's then-current Support Call Process. Services set forth in this paragraph requested by Client shall be billed to Client on a time and materials basis at Tyler's then current rates. Client must request said services with at least one (1) weeks' advance notice.

SECTION E: THIRD PARTY PRODUCTS

1. Third Party Hardware.

   For the price set forth in the Investment Summary and in accordance with the Invoicing and Payment Policy, Tyler agrees to sell, deliver, and install onsite to Client the Third Party Hardware, if Client has purchased any.

2. Third Party Software.

   As part of the SaaS Services set forth herein, Client shall receive access to the Third Party Software and related documentation for internal business purposes only. The Third Party Software rights shall be governed by the Third Party Terms.

3. Third Party Products Warranties.

   a) Tyler is authorized by each Developer to grant access to the Third Party Software.

   b) The Third Party Hardware shall be new and unused, and upon payment in full, Client shall receive free and clear title to the Third Party Hardware.

   c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the performance of the Third Party Products. Tyler hereby grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services.

   Any Third Party Services purchased by Client shall be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with the Invoicing and Payment Policy and the Texas Prompt Payment Act.

SECTION F: INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment.

   Tyler shall invoice Client the SaaS Fees and fees for other professional services in the Investment Summary per Tyler's Invoicing and Payment Policy, subject to paragraph 2 below.

2. Invoice Dispute.

   a) In the event Client believes products or services do not conform to the warranties delineated in this Agreement, Client shall provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice to Tyler. Tyler shall work with Client, if necessary, to develop an action plan that outlines reasonable steps to be taken by the parties to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount(s) actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding

the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client shall remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client, and will be paid in accordance with this Agreement and the Texas Prompt Payment Act. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay undisputed invoices within fifteen (15) calendar days of notice of Tyler's intent to do so.

SECTION G: TERM; TERMINATION; FORCE MAJEURE

1. Term.

The initial term of this SaaS Agreement for SaaS Services shall be January 1, 2020 through December 31, 2022, unless terminated earlier as set forth below. The initial term of this Agreement for PACE services shall be February 1, 2020 through January 31, 2021, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement shall automatically renew for two (2) additional (1) year renewals at Tyler's then current SaaS/PACE Fees on Client's payment of the applicable renewal invoice. Tyler agrees that the SaaS Fees in years four (4) and five (5) shall not increase by more than five (5) percent from the fees paid by the Client in the third year of the initial term of the Agreement. The Client's right to access or use the Tyler Software and the SaaS/PACE Services shall terminate upon expiration of this Agreement.

2. Non-Appropriation and Termination. This Agreement may be terminated as set forth below. In the event of termination, Client shall pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

a) Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client's access to the Tyler Software. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving notice of Tyler's intent to terminate.

b) For Cause. If Client believes Tyler has materially breached this Agreement, Client shall invoke the Dispute Resolution clause set forth in Section I, Subsection (3). Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I, Subsection (3).

c) 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.

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

SECTION H: INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION; INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Intellectual Property Infringement Indemnification.

    a) Tyler's Obligations. Tyler shall defend and indemnify Client against any third party claim(s) that the Tyler Software or Documentation infringes that party's patent, copyright or trademark, or misappropriates its trade secrets, and will promptly pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

    b) Client's Obligations. Tyler's obligations under this Section H(1) are contingent upon Client performing all of the following in connection with any claim as described herein:

        i.   Promptly notifying Tyler in writing of any such claim;

        ii.   Giving Tyler reasonable cooperation, information, and assistance in connection with the claim; and

        iii.   Consenting to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

    c) Exceptions to Tyler's Obligations. Tyler's obligations under this Section H(1) shall not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties or Client's willful infringement. If a court of competent jurisdiction determines corrections, modifications, alterations or enhancements to the Tyler Software made by Client were a contributing cause of the infringement or misappropriation, Tyler may, at its expense and without obligation to do so, either (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client shall stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.

    d) Remedy.

        i.   If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgement (or settlement to which Tyler consents), Tyler will, at its 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.

        ii.   The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

2. General Indemnification.

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

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

3. Disclaimer.

   EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

   EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACUTAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION G(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 OR AN ESSENTAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLIAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. Exclusion of Certain Damages.

   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance.

During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Tyler shall add Client as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which shall automatically add Client as an additional insured to Tyler's Excess/Umbrella Liability policy as well. Tyler shall provide Client with copies of certificates of insurance upon Client's written request.

SECTION I: GENERAL TERMS AND CONDITIONS

1. Additional Products and Services.

Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's then-current list price, also by executing a mutually agreed upon addendum. The terms of this Agreement shall control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items.

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

3. Dispute Resolution.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

In the event of a claim or dispute arising under this Agreement, the parties agree to mutually develop and pursue a dispute resolution process and will use reasonable efforts to efficiently address and resolve the claim or dispute through such dispute resolution process. Failing resolution, the parties may pursue remedies available to them pursuant to this Agreement or at law or in equity.

4. Taxes.

The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. City is a tax-exempt entity, and shall provide Tyler with City's tax-exempt certificate. In the event Client loses its tax-exempt status, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying its income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement.

5. Nondiscrimination.

Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler shall post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify.

Tyler has complied, and shall continue to comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Client's project.

7. Subcontractors.

Tyler shall not subcontract any services under this Agreement without Client's 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 Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.

9. Force Majeure.

Except for Client's payment obligations, neither party shall 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 Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall 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 the parties with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by Client, if any, are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders shall 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 shall 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 shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor.

Tyler is 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.

The addresses of the parties to this Agreement are as follows:

To Tyler:

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

To City:

City Manager	with copy to:
City of Round Rock	
221 East Main Street	City Attorney, Stephan L. Sheets
Round Rock, TX 78664	309 East Main Street
Attention: City Manager	Round Rock, TX 78664

16. Client Lists.

Client agrees that Tyler may identify Client 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 of 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 shall 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 for a period of two (2) years. This obligation of confidentiality will not apply to information that:

   a) Is in the public domain, either at the time of the disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

   b) A party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

   c) A party receives from a third party who has a right to disclose it to that party; or

   d) Is subject to the Public Information Act, Chapter 552 of the Texas Government Code (hereinafter, the "Public Information Act"). Tyler expressly acknowledges its understanding that City is subject to the Public Information Act, and its awareness and agreement that City will respond to information requests in accordance with the Act. In accordance with the Public Information Act, Client shall make a good faith effort to inform Tyler of any requests for Tyler trade secret information, including without limitation, information in which Tyler holds a proprietary interest.

18. Business License.

In the event a local business license is required for Tyler to perform services hereunder, Client shall promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

19. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and jurisdiction and venue for any action shall lie in Williamson County, Texas.

20. Multiple Originals and Authorized Signatures.

This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

By: _____
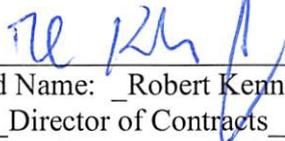
Printed Name: _Robert Kennedy-Jensen___

Title: _Director of Contracts_____

Date Signed: _January 30, 2020_____
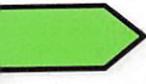
City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Attest:

By: _____

    Sara L. White, City Clerk

For City, Approved as to Form:

By: _____

    Stephan L. Sheets, City Attorney

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.

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tyler technologies

Quoted By:	Jeff Keller
Date:	11/4/2019
Quote Expiration:	4/4/2020
Quote Name:	City of Round Rock-ERP-SaaS Renewal - 3 Year Renewal
Quote Number:	2019-94883
Quote Description:	

Sales Quotation For

City of Round Rock
Suite 221
221 E Main Street
Round Rock, TX 78664-5299
Phone +1 (512) 218-5400

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Additional:					
Accounting/GL/Budget/AP	3.0	$50,426.00	0	$0.00	$0.00
Capital Assets	3.0	$15,253.00	0	$0.00	$0.00
Purchase Orders	3.0	$15,123.00	0	$0.00	$0.00
Project & Grant Accounting	3.0	$11,467.00	0	$0.00	$0.00
Requisitions	3.0	$10,719.00	0	$0.00	$0.00
Risk Management	3.0	$11,467.00	0	$0.00	$0.00
Cash Management	3.0	$10,719.00	0	$0.00	$0.00
Contract Management	3.0	$6,919.00	0	$0.00	$0.00
BMI Asset Track Interface	3.0	$2,385.00	0	$0.00	$0.00
Payroll w/ESS	3.0	$14,808.00	0	$0.00	$0.00
HR Management	3.0	$7,259.00	0	$0.00	$0.00
Recruiting	3.0	$3,460.00	0	$0.00	$0.00
Professional Development	3.0	$4,115.00	0	$0.00	$0.00
General Billing	3.0	$6,290.00	0	$0.00	$0.00
Accounts Receivable	3.0	$13,865.00	0	$0.00	$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Tyler Content Manager SE	3.0	$18,896.00	0	$0.00	$0.00
Role Tailored Dashboard	3.0	$10,405.00	0	$0.00	$0.00
Munis Office	3.0	$10,405.00	0	$0.00	$0.00
Tyler Reporting Services	3.0	$12,606.00	0	$0.00	$0.00
TCM Auto Indexing & Redaction	3.0	$3,145.00	0	$0.00	$0.00
TCM Web License	3.0	$3,145.00	0	$0.00	$0.00
eProcurement	3.0	$10,719.00	0	$0.00	$0.00
Tyler Forms Processing	3.0	$8,491.00	0	$0.00	$0.00
Maplink GIS Integration	3.0	$12,960.00	0	$0.00	$0.00
Central Property File	3.0	$2,301.00	0	$0.00	$0.00
Tyler Cashiering	3.0	$36,131.00	0	$0.00	$0.00
IVR Gateway	3.0	$10,604.00	0	$0.00	$0.00
UB Meter Reader Interface	3.0	$10,368.00	0	$0.00	$0.00
Utility Billing CIS	3.0	$32,204.00	0	$0.00	$0.00
TOTAL:		**$366,655.00**	**0**	**$0.00**	**$0.00**

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
PACE-10	$0.00	0	$0.00	$0.00	$0.00	$9,214.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$9,214.00**

Summary

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$366,655.00
Total Tyler Software	$0.00	$9,214.00
Total Tyler Services	$0.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$0.00**	**$375,869.00**

Summary

	One Time Fees	Recurring Fees
Contract Total	$1,109,179.00	

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Implementation	8	$175.00	$0.00	$1,400.00
Investment Assessment - Financials	16	$160.00	$0.00	$2,560.00
Investment Assessment - PR/HR	16	$160.00	$0.00	$2,560.00
Investment Assessment - Revenue	16	$160.00	$0.00	$2,560.00
Investment Assessment Write Up - Financials	8	$160.00	$0.00	$1,280.00
Investment Assessment Write Up - PR/HR	8	$160.00	$0.00	$1,280.00
Investment Assessment Write Up - Revenue	8	$160.00	$0.00	$1,280.00
TOTAL:				**$12,920.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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

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

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

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

The Munis SaaS fees are based on 125 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

PACE - 10: Includes 10 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

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

2. <u>PACE Fees</u>. PACE 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 PACE fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual PACE fees will be at our then-current rates.

3. <u>Other Tyler Software and Services</u>.

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

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

    3.3 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary.

4. <u>Third Party Products</u>.

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

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

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

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

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

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

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast   15%
Lunch   25%
Dinner   60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C

Exhibit C

SERVICE LEVEL AGREEMENT

I.   Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

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 maintenance windows, Client Error Incidents and Force Majeure.

III.   Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

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 a Client Error

Exhibit C

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

      c.   <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle 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.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV.   Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform 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.

V.   Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

tyler

Exhibit C
Schedule 1

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:
   (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
   (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
   (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
   (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

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

Support Availability

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

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

1

Exhibit C
Schedule 1

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. 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 responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. 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 support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Exhibit C
Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:
  (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
  (2) Email – clients can send an email to software support in order to escalate the priority of an issue
  (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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

Exhibit D
End User License Agreement

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