



Add-On Software and Services Agreement

This Add-On Software and Services Agreement (this "Add-On Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Collin County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User has previously entered into an End User License Agreement and Professional Services Agreement (the "Original Agreement") under the CUC Master Agreement; and

WHEREAS, End User desires to acquire additional licensed software and/or professional services, all on the terms and conditions set forth in the Original Agreement accept as otherwise provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Add-On Agreement, and End User shall pay the prices set forth herein.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement

IN WITNESS WHEREOF, this Add-On Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

END USER

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 5101 Tennyson Parkway

Address: _____

Plano, TX 75024

**(Schedule 1)
Investment Summary**

Software & Services			
Software Licenses		License Fees	
Licensed Software			
SessionWorks Judge Edition for CCL Auxiliary Court			\$4,000
Professional Services			
T&M Services	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Project Management	160.00	2	\$320
Embedded Third Party Software			
None			

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	\$840

Total License Fees	\$	4,000
T&M Services	\$	320
Subtotal	\$	4,320
Total Contract Price	\$	<u>4,320</u>

Maintenance & Support Fees:	\$840
Maintenance Effective Date:	Upon Contract Execution

Software License and Professional Services Agreement

1. SOFTWARE AND SERVICES ADDED

1.1. Licensed Software. The Licensed Software, if any, detailed in Schedule 1 is hereby added to the Original Agreement subject to the terms, conditions and restrictions contained therein with regard to Licensed Software except as otherwise provided in this Add-On Agreement.

1.2. Professional Services. The Professional Services, if any, detailed in Schedule 1, are hereby added to the Original Agreement subject to the terms, conditions and restrictions contained therein with regard to Professional Services except as otherwise provided in this Add-On Agreement.

2. FEES AND INVOICING

2.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

Tyler shall invoice the CUC for the License Fees upon the payment event(s) above and End User shall make payment thereof pursuant to the Master Agreement.

2.2. Professional Services Charges. Tyler shall invoice End User for the Professional Services added hereby, plus associated expenses, on a monthly basis as the same are provided.

2.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section **Error! Reference source not found.**

2.4. Maintenance and Support Fees. Tyler hereby waives Maintenance and Support Fees for the Licensed Software subject of this Add-On Agreement for a period of three (3) months from the Effective Date, and thereupon Tyler shall invoice the CUC for such Maintenance and Support Fees on a prorated basis through the end of End User's current annual Maintenance and Support Services Term. Thereafter, Tyler shall invoice for annual Maintenance and Support Fees as provided in the Original Agreement.

2.5. The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

3. PROJECT IMPLEMENTATION

3.1. Professional Services. Schedule 1 contains Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

3.2. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure any required Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in any required Third Person Hardware or Third Person Software.

4. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

4.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

4.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

4.3. Implementation. The parties understand and agree that Section 2 of the Original Agreement shall not apply to this Add-On Agreement or the products/services added hereby. Tyler and End User will mutually develop a timetable and plan for installation and implementation of the Licensed Software added hereby.

5. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

5.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

5.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

5.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

5.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

5.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement for the purposes of Defect correction thereafter.

6. MAINTENANCE SERVICES

6.1. Maintenance and Support Agreement. Upon the Effective Date of this Add-On Agreement, Tyler shall provide End User with maintenance and support services for the Licensed Software pursuant to the terms of the Original Agreement.

7. ORIGINAL AGREEMENT UNAFFECTED

In all other respects, the terms of the Original Agreement shall apply to the products and services added hereby and shall remain in full force and effect.