

LICENSE AND SERVICES AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means York County, Pennsylvania.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the Documentation and to the functional descriptions set forth in Exhibit F, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.



- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used copied, and modified by your employees for internal, non-commercial reference purposes only. The Client acknowledges that Tyler will not support or maintain modified copies of Documentation.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties other than when using the Software's intended functions which permit third party access (e.g. online portals).

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

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

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our 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 our status, will comply with applicable notice requirements.

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

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

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

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement and at no additional cost to you beyond the amounts you pay under the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation, given our industry experience. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications. 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. In no event will Tyler add services to this Agreement without your advance written consent.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and in material conformance with any applicable statement of work or other document agreed upon between you and us that describes the services. In the event we provide services that do not conform to this warranty, we will re-perform such services until they conform to this warranty 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 in accordance with the Statement of Work, this Agreement, and the mutually agreed project plan, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, including those applicable terms found in Exhibit H, and thereafter as mutually agreed to by you and us. For the avoidance doubt, the parties agree that Tyler employees are subject to the applicable terms of Exhibit H without the necessity of individually signing such forms. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

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

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any invoice to be incorrect or any of the delivered software or service do not conform to the warranties in this Agreement, you will provide us with written notice within ninety (90) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an

invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. Nothing in this provision shall be construed to limit warranty rights you otherwise have pursuant to this Agreement.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I (3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will use commercially reasonable efforts to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F (2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F (2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will indemnify, defend and hold harmless you and your agents, officials, and employees 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 subject to Paragraph H(2.3). You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you, provided you had a reasonable amount of time to move to a different version; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your

direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing but functionally equivalent; 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 but functionally equivalent; and (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 indemnify, defend 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; (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement; or (c) a breach of our obligations under Paragraph I(17) of this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement subject to Paragraph H (2.3). 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 subject to Paragraph H (2.3). We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

2.3 For any indemnification obligation under this Section H, a party may not, without the other's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim that requires (i) payment by the indemnitee(s); (ii) contains an admission of fault by the indemnitee(s); or (iii) requires such other affirmative action not contemplated by this Agreement or required by applicable law.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY**

IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 THAT PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO (2) TIMES THE TOTAL FEES SET FORTH IN THE INVESTMENT SUMMARY. 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 H (1) AND H (2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) 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 fifteen (15) business days of the written dispute notice, unless otherwise agreed. In the event that, within the 15 day period identified in the prior sentence, either party fails to produce a senior representative who is reasonably knowledgeable concerning the issues in dispute and sufficiently authorized to make decisions for the party It represents, , then the other party shall not be required to comply with the terms of this Paragraph I(3). All meetings and discussions between senior representatives will be deemed confidential settlement

discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. We shall remain fully responsible to you for the performance or non-performance of all subcontractors Tyler requires.

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. With your permission, which we must request in advance, you may agree that we may identify you by name in marketing presentations, and promotional materials. We agree that you may revoke this permission upon written notice at any time and for any reason at which point we shall promptly remove any such identification of your organization. You agree that your permission is not required for identifying you by name in a client list.

17. Confidentiality. In connection with the negotiation and performance of this Agreement, a party (the "Receiving Party") may receive information of the other party (the "Disclosing Party") which is confidential or proprietary in nature, including without limitation confidential or proprietary information about a party's or its partner's products and services ("Confidential Information"). Without limiting the foregoing, Confidential information shall include nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personally identifying/identifiable information (*e.g.*, social security numbers), protected health information, information concerning or about Client's employees, information for which the Disclosing Party has an obligation under law to maintain in confidence, and trade secrets, each as defined by applicable law. Each party shall retain ownership of its Confidential Information. Each party agrees that it will (i) not disclose any confidential information of the other party, (ii) comply with its applicable obligations and responsibilities outlined in Exhibit I, and (iii) protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information, but by at least reasonable security measures. The Receiving Party also agrees that it will not use, or permit any other party to use, any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement or any other agreement between Tyler and the Client. The parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this section could cause irreparable injury to the Disclosing Party; therefore, in the event any party breaches or threatens to breach the provisions of this section, the other party, in addition to any other remedies it may have, shall be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond.. The Receiving Party shall restrict access to Confidential Information to those employees who need to know such information to perform its obligations under this Agreement. If and to the extent that the Receiving Party is permitted by Agreement to disclose

Confidential Information to a third party, it shall be responsible for all acts and omissions of such third party and shall ensure that a written agreement is in force with such third party containing commitments no less strict than those set forth in this Agreement. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Governing Law & Venue. 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. Venue for any dispute or legal proceedings arising from this Agreement shall lie in a state or federal court serving York County, Pennsylvania.

19. 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.

20. 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.
21. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Functional Specifications
Exhibit G	Tyler Systems Management Terms
Exhibit H	County Policies
	Schedule 1: Acceptable Use
	Schedule 2: Third Party Computing Access
	Schedule 3: Remote Computing Access
	Schedule 4: Acceptable Use of Electronic Resources Contractor and Consultant User Agreement
	Schedule 5: Third Party Computing Data Access Agreement

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.

By: _____

Name: Chris Hepburn

Title: President, ERP & Schools Division

Date: November 16, 2018

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

York County

By: _____

Name: SUSAN BYRNES

Title: PRESIDENT COMMISSIONER

Date: 11/21/2018

Address for Notices:
York County Controller's Office
28 E. Market Street
York County Courthouse
York, PA 17401-1503
Attention: _____

Exhibit A
Investment Summary

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

Tyler sales quotation follows this page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

tyler technologies

Quoted By:	Adam Griffiths
Date:	11/14/2018
Quote Expiration:	11/10/2018
Quote Name:	York County-ERP-Munis
Quote Number:	2018-49987
Quote Description:	Munis ERP Solution

Sales Quotation For

York County
28 E Market St Bsmt
York County Courthouse
York, PA 17401-1503
Phone +1 (717) 771-9321

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL	$267,750.00	280	$49,000.00	$22,400.00	$339,150.00	$48,195.00
Accounts Payable	$73,600.00	96	$16,800.00	$0.00	$90,400.00	$13,248.00
Budgeting	$73,600.00	96	$16,800.00	$0.00	$90,400.00	$13,248.00
Capital Assets	$67,200.00	144	$25,200.00	$5,000.00	$97,400.00	$12,096.00
Cash Management	$48,500.00	96	$16,800.00	$0.00	$65,300.00	$8,730.00
Contract Management	$29,950.00	72	$12,600.00	$6,500.00	$49,050.00	$5,391.00
Employee Expense Reimbursement	$25,200.00	72	$12,600.00	$0.00	$37,800.00	$4,536.00
Project & Grant Accounting	$42,000.00	112	$19,600.00	$11,000.00	$72,600.00	$7,560.00
Purchasing	$117,800.00	328	$57,400.00	$4,500.00	$179,700.00	$21,204.00
Human Capital Management:						
ExecuTime Advanced Scheduling (760)	$39,420.00	80	$14,000.00	$0.00	$53,420.00	$7,884.00
ExecuTime Advanced Scheduling Mobile Access	$3,975.00	0	$0.00	$0.00	$3,975.00	$795.00
ExecuTime Time & Attendance (2400)	$67,575.00	216	$37,800.00	$0.00	$105,375.00	$13,515.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
ExecuTime Time & Attendance Mobile Access	$5,075.00	0	$0.00	$0.00	$5,075.00	$1,015.00
Human Resources & Talent Management	$51,300.00	128	$22,400.00	$0.00	$73,700.00	$9,234.00
Payroll w/ESS	$91,960.00	216	$37,800.00	$31,000.00	$160,760.00	$16,553.00
Recruiting	$14,500.00	48	$8,400.00	$0.00	$22,900.00	$2,610.00
Revenue:						
Accounts Receivable	$58,500.00	216	$37,800.00	$0.00	$96,300.00	$10,530.00
General Billing	$27,500.00	128	$22,400.00	$2,800.00	$52,700.00	$4,950.00
Tyler Cashiering	$77,000.00	80	$14,000.00	$0.00	$91,000.00	$13,860.00
Productivity:						
Tyler Forms Processing	$19,500.00	0	$0.00	$0.00	$19,500.00	$3,900.00
Tyler Content Manager SE	$75,000.00	64	$11,200.00	$0.00	$86,200.00	$13,500.00
Munis Analytics & Reporting	$75,700.00	144	$25,200.00	$0.00	$100,900.00	$13,626.00
eProcurement	$46,200.00	8	$1,400.00	$0.00	$47,600.00	$8,316.00
Additional:						
CAFR Statement Builder	$35,000.00	32	$5,600.00	$0.00	$40,600.00	$6,300.00
Tyler System Management Services Contract	$0.00	0	$0.00	$0.00	$0.00	$59,397.00
Sub-Total:	$1,433,805.00		$464,800.00	$83,200.00	$1,981,805.00	$320,193.00
Less Discount:	*$358,453.00*		*$0.00*	*$0.00*	*$358,453.00*	*$260,796.00*
TOTAL:	**$1,075,352.00**	**2656**	**$464,800.00**	**$83,200.00**	**$1,623,352.00**	**$59,397.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	24	$12,000.00	$0.00	$288,000.00
Install Fee - New Server Install-WIN	1	$12,000.00	$0.00	$12,000.00
P-Card Import Format	1	$5,500.00	$0.00	$5,500.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$2,000.00	$0.00	$2,000.00
Tyler Forms Library - Personnel Action	1	$1,800.00	$0.00	$1,800.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
TOTAL:				**$318,200.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	4	$230.00	$0.00	$920.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	4	$400.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	4	$30.00	$0.00	$120.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	4	$62.00	$0.00	$248.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	4	$1,600.00	$0.00	$6,400.00	$0.00	$0.00	$0.00
Touchscreen: Barcode Reader	1	$2,510.00	$0.00	$2,510.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$13,448.00*			*$0.00*
TOTAL:				**$13,448.00**			**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$1,075,352.00	$59,397.00
Total Tyler Services	$866,200.00	$0.00
Total 3rd Party Hardware, Software and Services	$13,448.00	$0.00
Summary Total	**$1,955,000.00**	**$59,397.00**
Contract Total (Excluding Estimated Travel Expenses)	**$2,014,397.00**	
Estimated Travel Expenses	**$186,700.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	$3,500.00	$0.00	$3,500.00
Accounting - Budgets up to 3 years	$3,500.00	$0.00	$3,500.00
Accounting Standard COA	$4,000.00	$0.00	$4,000.00
Accounts Payable - Checks up to 5 years	$3,400.00	$0.00	$3,400.00
Accounts Payable - Invoice up to 5 years	$5,000.00	$0.00	$5,000.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets Std Master	$5,000.00	$0.00	$5,000.00
Contracts	$6,500.00	$0.00	$6,500.00
General Billing Std CID	$2,800.00	$0.00	$2,800.00
Payroll - Accrual Balances	$3,000.00	$0.00	$3,000.00
Payroll - Accumulators up to 5 years	$2,300.00	$0.00	$2,300.00
Payroll - Check History up to 5 years	$2,800.00	$0.00	$2,800.00
Payroll - Deductions	$3,200.00	$0.00	$3,200.00
Payroll - Earning/Deduction Hist up to 5 years	$4,500.00	$0.00	$4,500.00
Payroll - PM Action History up to 5 years	$3,000.00	$0.00	$3,000.00
Payroll - Position Control	$3,000.00	$0.00	$3,000.00
Payroll - Recruiting	$3,000.00	$0.00	$3,000.00
Payroll - Standard	$3,200.00	$0.00	$3,200.00
Payroll - State Retirement Tables	$3,000.00	$0.00	$3,000.00
Project Grant Accounting - Actuals up to 3 years	$3,500.00	$0.00	$3,500.00
Project Grant Accounting - Budgets up to 3 years	$3,500.00	$0.00	$3,500.00
Project Grant Accounting Standard	$4,000.00	$0.00	$4,000.00
Purchasing - Purchase Orders - Standard Open PO's only	$4,500.00	$0.00	$4,500.00
TOTAL:			**$83,200.00**

Optional SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Hours	Impl. Cost	Data Conversion
Productivity:					
Transparency Portal	1	$17,000.00	0	$0.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	$31,500.00	72	$12,600.00	$0.00	$44,100.00	$5,670.00
Inventory	$67,200.00	144	$25,200.00	$5,000.00	$97,400.00	$12,096.00
Revenue:						
Business License	$55,000.00	216	$37,800.00	$7,000.00	$99,800.00	$9,900.00
Productivity:						
Citizen Self Service	$58,500.00	104	$18,200.00	$0.00	$76,700.00	$10,530.00
Additional:						
General Billing - Bills up to 5 years - H	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
General Billing - Recurring Invoices - H	$0.00	0	$0.00	$5,000.00	$5,000.00	$0.00
Payroll - Certifications - E	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Payroll - Education - E	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Tyler Disaster Recovery Service	$0.00	0	$0.00	$0.00	$0.00	$59,397.00
TOTAL:	**$212,200.00**	**536**	**$93,800.00**	**$29,000.00**	**$335,000.00**	**$97,593.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Tyler Forms Library - Business License	1	$2,500.00	$0.00	$2,500.00
TOTAL:				**$2,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Business License Std Master	$7,000.00	$0.00	$7,000.00
General Billing - Bills up to 5 years	$6,000.00	$0.00	$6,000.00
General Billing - Recurring Invoices	$5,000.00	$0.00	$5,000.00
Inventory Std Master	$5,000.00	$0.00	$5,000.00
Payroll - Certifications	$3,000.00	$0.00	$3,000.00
Payroll - Education	$3,000.00	$0.00	$3,000.00
TOTAL:			**$29,000.00**

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	$267,750.00	$66,938.00	$200,812.00	$48,195.00	$48,195.00	$0.00
Accounts Payable	$73,600.00	$18,400.00	$55,200.00	$13,248.00	$13,248.00	$0.00
Budgeting	$73,600.00	$18,400.00	$55,200.00	$13,248.00	$13,248.00	$0.00
Capital Assets	$67,200.00	$16,800.00	$50,400.00	$12,096.00	$12,096.00	$0.00
Cash Management	$48,500.00	$12,125.00	$36,375.00	$8,730.00	$8,730.00	$0.00
Contract Management	$29,950.00	$7,488.00	$22,462.00	$5,391.00	$5,391.00	$0.00
Employee Expense Reimbursement	$25,200.00	$6,300.00	$18,900.00	$4,536.00	$4,536.00	$0.00
Project & Grant Accounting	$42,000.00	$10,500.00	$31,500.00	$7,560.00	$7,560.00	$0.00
Purchasing	$117,800.00	$29,450.00	$88,350.00	$21,204.00	$21,204.00	$0.00
Payroll/HR:						

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
ExecuTime Advanced Scheduling (760)	$39,420.00	$9,855.00	$29,565.00	$7,884.00	$7,884.00	$0.00
ExecuTime Advanced Scheduling Mobile Access	$3,975.00	$994.00	$2,981.00	$795.00	$795.00	$0.00
ExecuTime Time & Attendance (2400)	$67,575.00	$16,894.00	$50,681.00	$13,515.00	$13,515.00	$0.00
ExecuTime Time & Attendance Mobile Access	$5,075.00	$1,269.00	$3,806.00	$1,015.00	$1,015.00	$0.00
Human Resources & Talent Management	$51,300.00	$12,825.00	$38,475.00	$9,234.00	$9,234.00	$0.00
Payroll w/ESS	$91,960.00	$22,990.00	$68,970.00	$16,553.00	$16,553.00	$0.00
Recruiting	$14,500.00	$3,625.00	$10,875.00	$2,610.00	$2,610.00	$0.00
Revenue:						
Accounts Receivable	$58,500.00	$14,625.00	$43,875.00	$10,530.00	$10,530.00	$0.00
General Billing	$27,500.00	$6,875.00	$20,625.00	$4,950.00	$4,950.00	$0.00
Tyler Cashiering	$77,000.00	$19,250.00	$57,750.00	$13,860.00	$13,860.00	$0.00
Productivity:						
eProcurement	$46,200.00	$11,550.00	$34,650.00	$8,316.00	$8,316.00	$0.00
Munis Analytics & Reporting	$75,700.00	$18,925.00	$56,775.00	$13,626.00	$13,626.00	$0.00
Tyler Content Manager SE	$75,000.00	$18,750.00	$56,250.00	$13,500.00	$13,500.00	$0.00
Tyler Forms Processing	$19,500.00	$4,875.00	$14,625.00	$3,900.00	$3,900.00	$0.00
Additional:						
CAFR Statement Builder	$35,000.00	$8,750.00	$26,250.00	$6,300.00	$6,300.00	$0.00
Tyler System Management Services Contract	$0.00	$0.00	$0.00	$59,397.00	$0.00	$59,397.00
TOTAL:	**$1,433,805.00**	**$358,453.00**	**$1,075,352.00**	**$320,193.00**	**$260,796.00**	**$59,397.00**

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a $2,500 minimum annual fee.

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

Comments

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

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

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.

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

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

tyler technologies



Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees*: License fees are invoiced as follows:

	Invoice Date	Invoice Amount
1	Contract Effective Date	$ 268,838.00
2	Installation Date, not to exceed December 28, 2018	$ 268,838.00
3	Phase 1 - Projected Start date of January 1, 2019*	$ 191,934.25
4	Phase 2 - Projected Start date of October 1, 2019*	$ 40,483.00
5	Phase 1a - Projected Start date of February 1, 2020*	$ 20,840.50
6	Phase 2a - Projected Start date of August 1, 2020*	$ 15,580.25
7	Phase 1 - Go-Live date of January 1, 2020*	$ 191,934.25
8	Phase 2 - Go-Live date of July 1, 2020*	$ 40,483.00
9	Phase 1a - Go-Live date of August 1, 2020*	$ 20,840.50
10	Phase 2a - Go-Live date of December 1, 2020*	$ 15,580.25

* In the event a phase Start or Go-Live date is delayed and such delay is due to Tyler's failure to perform, the Client may delay the payment associated with such date an amount of time equal to the delay so caused.

1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through December 31, 2019. Year 2 maintenance and support fees, at our then-current rates, and subsequent maintenance and support fees, are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler agrees to limit increases to annual maintenance and support fees as follows:

Year	Cap on increase
2	No more than three percent (3%) over the year 1 (undiscounted) maintenance fees
3	No more than three percent (3%) over the year 2 maintenance fees

4	No more than three percent (3%) over the year 3 maintenance fees
5	No more than three percent (3%) over the year 4 maintenance fees

2. Professional Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. The foregoing notwithstanding, Tyler shall invoice only seventy-five percent (75%) of the fee for each implementation hour delivered, with the remaining twenty-five percent (25%) of each fee to be invoiced thirty (30) days following the applicable phase go live date.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of mutually-agreed specifications and your authorization for Tyler to schedule the performance of the work and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
   2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

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

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will