

Client Solutions Consultant Services Agreement

This Client Solutions Consultant Services Agreement (this "CSC Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and the Purchaser named on Schedule 1 of this CSC Agreement (the "Purchaser").

WHEREAS, Tyler and Purchaser have entered into that certain Maintenance and Support Agreement (the "M&S Agreement") pursuant to which, among other things, Purchaser has engaged Tyler to provide support and maintenance services as more particularly described therein; and

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain Client Solutions Consultant services ("CSC Services") as further described under this CSC Agreement.

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

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the M&S Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Effective Date has the meaning set forth in Section 4.1.

1.5. Tyler Holidays means one (1) day for a New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas day.

2. TYLER RESPONSIBILITIES – SUPPORT SERVICES

2.1. Client Solutions Consultant Services. Tyler agrees to provide the Client Solutions Consultant Services set forth on Schedule 1 of this CSC Agreement.

3. FEES

3.1. Annual CSC Fee. Purchaser shall pay Tyler the annual Client Solutions Consultant services fees as set forth on and in accordance with the timetables of Schedule 1 (the "CSC Fees"). Upon the first and second anniversaries of the Effective Date, the CSC Fees shall be increased by no less than 0% and no more than 5% annually.

3.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this CSC Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.3. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed CSC Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate CSC Services upon receipt of payment of all undisputed CSC Fees, including all such fees for the period(s) during which services were suspended.

4. TERM AND TERMINATION

4.1. Term. This CSC Agreement shall commence in accordance with the start date set forth on Schedule 1 (the "Effective Date") and shall continue in effect for the Initial Term listed on Schedule 1; at the end of such term, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided herein. Purchaser

must have a valid current M&S Agreement in place to be eligible to acquire or receive CSC Services. If Purchaser's M&S Agreement Term expires during the CSC Term and Purchaser does not renew its M&S Agreement, CSC services shall be automatically terminated on the same date that Tyler's Maintenance and Support Services expire.

4.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this CSC Agreement effective as of the end of the initial term or end of any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, reinstate CSC Services by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the CSC Fees for the then upcoming year.

4.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 4.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 4.3 (a) (i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 6 following such period.

(c) In the event this Agreement is terminated pursuant to this Section 4.3, Purchaser shall pay for all services delivered prior to such termination.

5. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL CSC FEES FOR THE THEN-CURRENT YEAR.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

6. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this CSC Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Client Success Executive Contact, and Tyler's VP of Client Success, Client Executive, and Client Success Account Manager. Any negotiations pursuant to this

Section 6 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to binding arbitration, which shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction.

7. MISCELLANEOUS

7.1. Assignment. Neither party may assign this CSC Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party; provided, however, Purchaser'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.

7.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

7.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

7.4. Counterparts. This CSC Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

7.6. Entire Agreement. This CSC Agreement constitutes the entire understanding and contract between the Parties and supersedes any and

all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

7.7. Amendment. This CSC Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this CSC Agreement shall be binding upon the Parties despite any lack of consideration.

7.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this CSC Agreement shall remain valid and enforceable according to its terms.

7.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this CSC Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

7.10. Governing Law. Any dispute arising out of or relating to this CSC Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

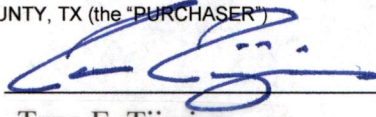
7.11. No Third Party Beneficiaries. Nothing in this CSC Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

7.12. Force Majeure. No Party to this CSC Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this CSC Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

TYLER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

WEBB COUNTY, TX (the "PURCHASER")

By: 
Name: Tano E. Tijerina
Title: Webb County Judge
Date: July 8, 2019

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TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Name: Sherry Clark
Title: Sr. Corporate Attorney
Date: 7/25/2019

WEBB COUNTY, TX (the "PURCHASER")

By: Tano E. Tijerina
Name: Tano E. Tijerina
Title: Webb County Judge
Date: July 8, 2019

Client Solutions Consultant (CSC) Schedule 1

Purchaser:	Webb County, TX	Effective Date:	10/1/2019
Term:	Annual	CSC Fees:	\$50,000
Units:	1	Utilization:	300 hours

CLIENT SOLUTIONS CONSULTANT (CSC) ACTIVITIES:

New Feature Implementation

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

Configuration Assistance

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

Training

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

Release Testing Assistance

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

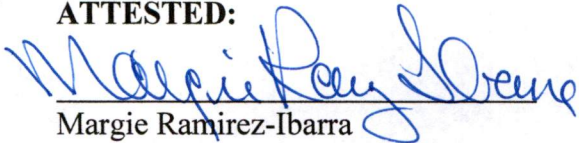
Issue Management and Resolution

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

PROGRAM DETAILS

- The Client Solutions Consultant's (CSC)'s responsibilities are limited to the Purchaser's Test and Production Environments, which are defined as being the software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products. The CSC will not provide configuration assistance for Tyler eSolutions applications or non-Tyler software.
- Each CSC unit includes up to 300 hours annually. In order to make best usage of the CSC resource, Purchaser agrees to plan with Tyler's CS Manager the CSC's usage of up to 25% of the total number of utilization hours quarterly on a rolling, forward looking basis. For example, a quarter's activities can be structured around a major initiative and be grouped as a single engagement utilizing all allotted hours of that quarter. Similarly, a quarter could be designated as an "as needed" quarter, with remote assistance spread across the quarter. Each quarter's usage model must be defined by the end of the first month of the previous quarter. Requests to change a quarter's usage model must be mutually agreed upon by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on a CSC's other obligations. Usage above the allotted hours per quarter must be agreed ahead of time must be mutually agreed by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on a CSC's other obligations.
- Current plan, year to date and future utilization will be reviewed quarterly with Purchaser and Tyler CSC, CSAM, and Client Executive.
- CSC services must be consumed during the current annual term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent term.
- CSC Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, the CSC shall make one visit per quarter to the Purchaser's location. One trip shall have the duration of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if the CSC is requested to be present at the Purchaser's location over and above the aforementioned trips.

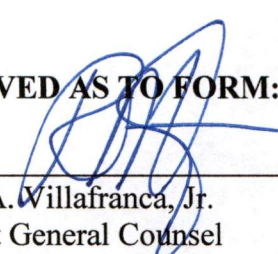
ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ramon A. Willafranca, Jr.
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On June 24, 2019; item no. 9g.

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 OCT 24 AM 11:12

WEBB COUNTY, TEXAS



BY VZ DEPUTY

APPROVED AS TO FORM

Webb County Clerk's Office
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