

Client Success Management and Consulting Agreement

This Client Success Management and Consulting Agreement (this "CSMC 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 CSMC Agreement (the "Purchaser").

WHEREAS, Tyler and Purchaser have entered into that certain software license and services agreement or software-as-a-service agreement, as applicable (the "Underlying 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 additional maintenance and support services beyond those services provided for in the Underlying 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 Underlying 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

2.1. Client Success Management and Consulting Services. Tyler agrees to provide the services set forth on Schedule 1 of this CSMC Agreement.

3. FEES

3.1. Annual Fee. Purchaser shall pay Tyler the annual fees as set forth on and in accordance with the timetables of Schedule 1 (the "CSMC Fees"). Upon the first and second anniversaries of the Effective Date, the CSMC Fee 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 CSMC 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 Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

4. TERM AND TERMINATION

4.1. Term. This CSMC 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 Underlying Agreement in place to be eligible to acquire or receive CSMC services. If Purchaser's Underlying Agreement Term expires during the CSMC Term and Purchaser does not renew the Underlying Agreement, CSMC services shall be automatically terminated on the same date that the Underlying Agreement expires.

4.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this CSMC 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.

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 CSMC AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL CSMC FEES FOR 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 CSMC 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 Information Technology Manager and Tyler's Client Success Representative. 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 CSMC Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

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 CSMC 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 CSMC 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 CSMC 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 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 CSMC 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 CSMC 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 CSMC 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 CSMC Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

7.12. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this CSMC Agreement. If an ambiguity exists in this CSMC Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the CSMC Agreement or provision.

7.13. Force Majeure. No Party to this CSMC 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 CSMC 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.

NUECES COUNTY, TX, (the "PURCHASER")

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

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

Client Success Management and Consulting (CSMC) Agreement Schedule 1

Purchaser: Nueces County, TX	
Initial Term	
Client Success Account Management	Effective Date: July 1, 2020
Term: Quarter	
Units: 1 Utilization: 20%	CSAM Fees: \$12,500
Client Solutions Consulting	Effective Date: Start Date
Term: Annual	
Units: 0 Hours: 0	CSC Fees: \$0
Total Fees \$12,500	

Purchaser: Nueces County, TX	
First Renewal Term	
Client Success Account Management	Effective Date: October 1, 2020
Term: Annual	
Units: 1 Utilization: 20%	CSAM Fees: \$50,000
Client Solutions Consulting	Effective Date: Start Date
Term: Annual	
Units: 0 Hours: 0	CSC Fees: \$0
Total Annual Fees \$50,000	

CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:

Proactive Relationship Management

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

Release Planning

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

Support Pattern Recognition

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

Operational Best Practices

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

Purchaser Specific Knowledge

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

Issue Management and Resolution

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

PROGRAM DETAILS

- Client Support Account Management (CSAM) responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products.

- CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips.

CLIENT SOLUTIONS CONSULTING (CSC) ACTIVITIES:

New Feature Implementation

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

Configuration Assistance

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

Training

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

Release Testing Assistance

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

Issue Management and Resolution

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

PROGRAM DETAILS

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