

B

BROKEN ARROW PUBLIC SCHOOLS  
*Educating Today* *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 6/20/22

Contract/Agreement Vendor: Tyler Technologies - Maxwell Boucher  
Name of Vendor & Contact Person

Maxwell.Boucher@tylertech.com  
Vendor Email Address

Transportation Software

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District    
Reason/Audience to benefit

6/27/22 \$ 126,391.88  
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Grant Moore

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: *Grant Moore*

Does this Contract/Agreement utilize technology?  YES  NO  
 If yes, Technology Admin: *[Signature]*

Leadership Team Member: *[Signature]*

Funding Source: Fund 11 / 040    
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL of multi-year agreement between Broken Arrow Public Schools and Tyler Technologies providing Versatrans, Trip-Tracker, Fleet Vision, On Screen, Hosting, GPS System and Elink. Cost to the District is \$126,391.88 and will be paid from the General Fund. G. Moore

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



## MEMORANDUM

To: Mr. Chuck Perry

From: Grant Moore

Date: June 27, 2022

Re: Tyler Technologies Renewal Agreement

### **SUBJECT**

Accept and approve the Renewal of multi-year agreement between Broken Arrow Public Schools and Tyler Technologies providing Trip Tracker, Fleet Vision, GPS system, On Screen, and Elink Hosting. The total cost to the District is \$126,391.88. G. Moore

### **ENCLOSURES/ATTACHMENTS**

Proforma

### **SUMMARY**

Tyler Technologies, Inc. is the provider of our GPS and Transportation software system. A breakdown of the cost for the renewal of the current agreement is listed below:

RP Software Maintenance & Support	\$9,557.59
eLink Software Maintenance & Support	\$2,931.61
FleetVision Software Maintenance & Support	\$2,867.26
TripTracker Software Maintenance & Support	\$2,291.17
OnScreen Software Maintenance & Support	\$6,155.89
Annual Maintenance & Support-Verizon GPS	\$53,086.06
Annual Maintenance & Support- AT&T GPS	\$21,352.47
Annual Hosting RP Versatrans	\$6,906.91
Annual Hosting OnScreen	\$5,919.12
Annual Hosting TripTracker	\$4,456.30
Annual Hosting Fleet Vision	\$2,260.44
Annual Hosting eLink	\$2,228.15
Annual Maintenance & Support-Verizon	\$6,378.91

### **FUNDING**

General Fund

### **RECOMMENDATION**

Approve



Empowering people who serve the public®

**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Questions**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	173613	05/17/2022	1 of 2

To: Broken Arrow Public Schools  
 Attn: Transportation Grant Moore  
 701 South Main Street  
 Broken Arrow, OK 74012  
 United States

Ship To: Broken Arrow Public Schools  
 Transportation Department  
 71 / BA Expressway  
 Broken Arrow, OK 74012  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41508		Net 30	USD	ELEC	

No.	Item/Description/Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: VersaTrans								
1	Renewal: Versatrans RP Software Maintenance & Support Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	1	EA	9,557.59	.00	9,557.59
2	Renewal: Versatrans eLink Software Maintenance & Support Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	1	EA	2,931.61	.00	2,931.61
3	Renewal: Versatrans Fleetvision Software Maintenance & Support (Multi-User) Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	1	EA	2,867.26	.00	2,867.26
4	Renewal: Versatrans Triptracker Software Maintenance & Support (For up to 17,000 Students) Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	1	EA	2,291.17	.00	2,291.17
5	Renewal: Versatrans Onscreen Software Maintenance & Support Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	1	EA	6,155.89	.00	6,155.89
6	Renewal: Annual Maintenance & Support -GO7-Verizon-1 Solution, All I/Os and telematics Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	152	EA	349.25	.00	53,086.06
7	Renewal: Annual Maintenance & Support:AT&T, US, All I/Os or use of telematics Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	54	EA	322.40	.00	17,409.74
8	Renewal: Annual Maintenance & Support:AT&T, US, All I/Os or use of telematics Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months	No	1	12	EA	328.56	.00	3,942.73
9	Renewal: Annual Hosting - Versatrans Routing & Planning - Up to 240 vehicles	No	1	1	EA	6,906.91	.00	6,906.91



Empowering people who serve the public®

**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Questions**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: [ar@tylertech.com](mailto:ar@tylertech.com)

**THIS IS NOT AN INVOICE  
 PROFORMA**

Company	Order No.	Date	Page
045	173613	05/17/2022	2 of 2

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
<b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>							
10 Renewal: Annual Hosting - Versatrans Onscreen - Up to 240 vehicles <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	1	EA	5,919.12	.00	5,919.12
11 Renewal: Annual Hosting - Versatrans Triptracker - Up to 240 vehicles <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	1	EA	4,456.30	.00	4,456.30
12 Renewal: Annual Hosting - Versatrans Fleetvision - Up to 240 vehicles <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	1	EA	2,260.44	.00	2,260.44
13 Renewal: Annual Hosting - Versatrans e-Link - Up to 240 vehicles <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	1	EA	2,228.15	.00	2,228.15
14 Renewal: Annual Maintenance & Support -Verizon-1 Solution, All I/Os and telematics <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	10	EA	310.00	.00	3,100.03
15 Renewal: Annual Maintenance & Support -Verizon-1 Solution, All I/Os and telematics <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	4	EA	298.08	.00	1,192.32
16 Renewal: Annual Maintenance & Support -Verizon-1 Solution, All I/Os and telematics <b>Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months</b>	No	1	7	EA	298.08	.00	2,086.56

Does not include any applicable taxes

Order Total: **126,391.88**

Comments: **Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)**

## AGREEMENT

This Agreement ("Agreement") is made this 5<sup>th</sup> day of June, 2017 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and Broken Arrow Public Schools, with offices at 701 South Main Street, Broken Arrow, Oklahoma 74012 ("Client").

Tyler and Client agree as follows:

### 1. License Grant.

- 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 701 South Main Street, Broken Arrow, Oklahoma 74012, for Broken Arrow Public Schools only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
- 1.5. Versatrans Onscreen™ ("Onscreen") and Versatrans Fleetvision™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. **Limited Warranty.** For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. **Intellectual Property Infringement Indemnification.** Tyler will defend and indemnify Client against any

claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
5. **Cancellation of Services.** In the event Client cancels scheduled professional services less than fifteen (15) business days 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 canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.
6. **Work Responsibilities.** Responsibilities related to the deployment of Tyler Telematic GPS hardware and software shall be performed in accordance with "Tyler Telematic GPS Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.
7. **Additional Services.** Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
8. **Maintenance Services.** The Maintenance Agreement is effective (a) for the Tyler Software Products, when Tyler has made that software available to Client for downloading; and (b) for any hardware, upon installation of the hardware by Tyler, or thirty (30) days after self-installation training has been completed for hardware, and shall remain in force for an initial five (5) year term (the "Term"). Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current rates.
- 8.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:
  - 8.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with

Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.

8.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

8.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

8.2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them: including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

9. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.

10. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

11. **Indemnification.** Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

12. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

13. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

**14. Termination.**

14.1. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.

14.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

15. **No Assignment.** Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

16. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

17. **Shipping.** Delivery shall be F.O.B. shipping point.

18. **Third Party Products.** Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, the following terms shall apply to third party products acquired pursuant to this Agreement.

18.1. **Agreement to License or Sell Third Party Products.** For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

18.2. **License of System Software.**

18.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

18.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

18.2.3. The right to transfer the System Software to a replacement hardware system is governed by the



Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

18.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

18.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

18.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

18.3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

18.4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location, and/or as otherwise set forth in Exhibit 4. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

18.5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

18.6. Warranties.

18.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

18.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

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

18.7. Maintenance.

18.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

18.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

18.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

18.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3<sup>rd</sup> Party Services shall be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

19. Payment Terms.

19.1. Tyler will invoice Client \$24,431 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:

- 19.1.1. 100% of the Application Software License Fees of \$16,871
- 19.1.2. 100% of the first annual Application Software Support and Maintenance Fees of \$4,560 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading
- 19.1.3. 100% of the Versatrans Onscreen Installation and Training Services \$1,500
- 19.1.4. 100% of the Geotab Configuration and Training Services \$1,500
- 19.1. Tyler will invoice Client fees for Services of \$3,188 as provided.
- 19.2. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).
- 19.3. Tyler will invoice Client \$4,560 for year two (2) Software Support and Maintenance Fees one (1) year from the date of the first annual Software Support and Maintenance invoice.
- 19.4. Tyler will invoice Client \$4,720 for year three (3) Software Support and Maintenance Fees two (2) years from the date of the first annual Software Support and Maintenance invoice.
- 19.5. Tyler will invoice Client \$4,885 for year four (4) Software Support and Maintenance Fees three (3) years from the date of the first annual Software Support and Maintenance invoice.
- 19.6. Tyler will invoice Client \$5,129 for year five (5) Software Support and Maintenance Fees four (4) years from the date of the first annual Software Support and Maintenance invoice.
- 19.7. Tyler will invoice Client Software Support and Maintenance Fees for years six (6) and forward on the subsequent anniversaries of the first annual Software Support and Maintenance invoice, which Fees shall be at Tyler's then-current rates.
- 19.8. Tyler will invoice Client fees for Hardware and Other Services when hardware is installed at Client location. If Client is Self-installing Hardware, Tyler will invoice Client upon hardware shipment.
- 19.9. Tyler will invoice Client for Hardware Support and Maintenance as follows:
  - 19.9.1. If installation/shipment occurs between the first day and fourteenth day of the month, Tyler will invoice Client for annual Support and Maintenance Fees commencing on the first day of that month; or
  - 19.9.2. If installation/shipment occurs between the fifteenth day and the last day of the month, Tyler will invoice Client for annual Support and Maintenance Fees on the first day of the following month.
  - 19.9.3. Tyler will invoice Client \$51,900 for year two (2) Hardware Support and Maintenance Fees one (1) year from the date of the first annual Hardware Support and Maintenance invoice.
  - 19.9.4. Tyler will invoice Client \$53,717 for year three (3) Software Support and Maintenance Fees two (2) year from the date of the first annual Support and Maintenance invoice.
  - 19.9.5. Tyler will invoice Client \$55,597 for year four (4) Software Support and Maintenance Fees three (3) year from the date of the first annual Support and Maintenance invoice.
  - 19.9.6. Tyler will invoice Client \$58,377 for year five (5) Software Support and Maintenance Fees four (4) year from the date of the first annual Support and Maintenance invoice.
  - 19.9.7. Tyler will invoice Client Hardware Support and Maintenance Fees for years four (4) and forward on the subsequent anniversaries of the first annual Hardware Support and Maintenance invoice, which Fees shall be at Tyler's then-current rates.
- 19.10. Payment is due within thirty (30) days of the invoice date.

20. **Electronic Payment.** Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
 420 Montgomery  
 San Francisco, CA 94104

ABA: 121000248  
 Account: 4124302472  
 Beneficiary: Tyler Technologies Inc. – Operating

21. **Entire Agreement.** This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement

it did not rely on any information not explicitly set forth in this Agreement. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

22. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.


By:  \_\_\_\_\_

Name: Gregory Fogarty

Title: VP of Sales, Versatrans

Date: May 24, 2017

Broken Arrow Public Schools

By:  \_\_\_\_\_

Name: Steve Allen

Title: BOE President

Date: 6.5.2017

Exhibit 1:

**Investment Summary**  
prices are valid until August 11, 2017

Client: Broken Arrow Public Schools

Category	Quantity	Price	Extended Price	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal	Year 4 Renewal	Year 5 Renewal
<b>1. Software</b>									
Versatrans Onscreen for up to 180 Vehicles	1	\$22,495	\$22,495	\$5,624	\$16,871	\$0	\$0	\$0	\$0
Versatrans My Stop (7)	1	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Arrival Board	1	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Versatrans Electronic Rollout Sheet	1	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Reportwriter	1	\$0	\$0		\$0	\$0	\$0	\$0	\$0
<b>Subtotal: Application Software License Fees</b>					<b>\$22,495</b>	<b>\$5,624</b>	<b>\$16,871</b>	<b>\$0</b>	<b>\$0</b>
<b>2. Maintenance</b>									
Versatrans Onscreen for up to 180 Vehicles	1	\$4,560	\$4,560	\$0	\$4,560	\$4,560	\$4,720	\$4,885	\$5,129
<b>Subtotal: Application Software Maintenance Fees</b>					<b>\$4,560</b>	<b>\$0</b>	<b>\$4,560</b>	<b>\$4,720</b>	<b>\$4,885</b>
<b>3. Services</b>									
Geotab Configuration & Training - Online (4)	1	\$1,500	\$1,500	\$0	\$1,500	\$0	\$0	\$0	\$0
Versatrans Onscreen Installation & Training - Online (4)	1	\$1,500	\$1,500	\$0	\$1,500	\$0	\$0	\$0	\$0
Versatrans Onscreen Training - Online (4)	0.5	\$1,275	\$638	\$0	\$638	\$0	\$0	\$0	\$0
Project Management (3)	2	\$1,275	\$2,550	\$0	\$2,550	\$0	\$0	\$0	\$0
<b>Subtotal: Application Services</b>					<b>\$6,188</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>4. Hardware and other Services</b>									
<b>Telematics: Hardware Units</b>									
GO7-COMAVZW: GO7-Verizon - for active tracking solution on Verizon Network in USA	173	inc.		inc.	inc.	\$0	\$0	\$0	\$0
<b>Telematics: Installation</b>									
TT GPS Self Installation Training (1),(4)	1	\$2,500	\$2,500	\$0	\$2,500	\$0	\$0	\$0	\$0
<b>Telematics: Annual Support and Maintenance</b>									
TT GPS Support and Maintenance: GO7-VERIZON-1 Solution: US, All I/Os and telematics (includes GO7)	173	\$300	\$51,900	\$0	\$51,900	\$51,900	\$53,717	\$55,597	\$58,377
<b>Telematics: Accessories</b>									
HRN-DS06T2: 6 Pin Heavy Duty T Harness with 24" extension	16	\$30	\$480	\$0	\$480				
HRN-DS09T2: 9 Pin Heavy Duty T Harness with 24" extension	149	\$30	\$4,470	\$0	\$4,470				
IOX-AUX: IO Extender add-on for GO6/GO7 for Auxiliary support	103	\$50	\$5,150	\$0	\$5,150				
HRN-BS16SA: OBDII Extension cable pack for GO6 and GO7	8	\$15	\$120	\$0	\$120				
SPR-INSTALLBAG: Mounting bracket and material for GO6 and GO7	173	\$5	\$865	\$0	\$865				
Shipping and Handling			\$1,278	\$0	\$1,278				
<b>Subtotal: Hardware and other Services</b>					<b>\$66,763</b>	<b>\$51,900</b>	<b>\$53,717</b>	<b>\$55,597</b>	<b>\$58,377</b>
<b>Total One-Time Fees:</b>					<b>\$94,381</b>				
<b>Total Recurring Fees **:</b>						<b>\$56,460</b>	<b>\$58,437</b>	<b>\$60,482</b>	<b>\$63,506</b>

\*\* Subject to annual increase

<sup>1</sup> Travel expenses for trainer to visit the user's site are not included and will be billed at actual costs

<sup>1</sup> Travel expenses for the project manager to visit the user's site are not included and will be billed at actual costs.

<sup>4</sup> Training Classes are limited to 5 persons

<sup>1</sup> Versatrans My Stop requires Versatrans RP, e-Link and Onscreen

Ver. 42450

Quote prepared on April 13, 2017

  
 Signature 6.5.17

## Exhibit 2

### Tyler Telematic GPS Work Responsibilities

#### **Hardware**

Before Tyler can order hardware, Client will need to provide Tyler the following vehicle information. Tyler will provide Client an Excel spreadsheet to capture the following information:

- VIN
- Year
- Make
- Model
- Body
- Chassis
- Fuel Type

Tyler is responsible for order and shipment of hardware based on the vehicle list provided by the client.

All training and installation dates must be approved by the district in writing.

**Self-Installation of Hardware** - Tyler work with our installation vendor and Client to schedule training. There is a maximum of five (5) people allowed per training session. A total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Client will make available at least one (1) vehicle for each type of installation.

As part of the Self-Installation Training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Tyler's installation vendor requires that the client have the following tools available:

- Battery powered drill
- Drill bit set and/or graduated drill bit
- Screw drivers (Phillips and straight blade)
- Electrical testing meter and 12 volt test light
- Black electrical tape (as specified in installation manual)
- Wire ties (assorted sizes)
- Hand wrenches in smaller sizes
- Solder
- Solder gun
- Flux
- Wire strippers
- Something to use for pulling wires if needed (3 – 4 foot maximum)
- 18 gauge wire (variety of colors) – necessity is dependent on GO device installation location, to extend auxiliary harness wires

**Professional Installation of Hardware** - If your proposal includes Professional Installation, Tyler will work with our installation vendor and Client to schedule the training and installation. There is a maximum of 5 people allowed per training session and a total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people at the Client who need training. Client will make

available at least one (1) vehicle for each type of installation.

As part of training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

**Training on Geotab and Versatrans Onscreen Software**

Once hardware is installed, professionally or by Client, Tyler will provide training in the use of the Geotab and Versatrans Onscreen software. Up to five (5) Client employees may attend the training. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Training is delivered online on weekdays, unless the parties agree to other arrangements. It is understood that the effectiveness of training depends upon continuous attendance by all trainees, minimal interruption, and the availability of one or more client computers fully equipped to run the Tyler Software Products.

Training does not include installation services such as disk formatting, installing operating systems, installing non-Tyler software, equipment repairs or adjustments other than the GPS hardware that is being installed, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.

Exhibit 3

GEOTAB EQUIPMENT WARRANTY

GEOTAB warrants that the GEOTAB Equipment will be free from defects in material and workmanship for a period of one (1) year from the date of purchase (the "Warranty Period"). GEOTAB agrees to repair or replace, free of charge, any GEOTAB Equipment which fail, through defect in material or workmanship, within the Warranty Period.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

Upon receipt of written notice of any alleged defect, GEOTAB will, at its sole discretion, repair or replace the same free of charge. GEOTAB Equipment repaired or replaced under the warranty set forth herein shall have the same warranty as new equipment, but without extension of the original Warranty Period. No warranty is made with respect to: (a) failure not reported to GEOTAB within the Warranty Period, (b) failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt or corrosive matter, (c) failures due to operation, either intentional or otherwise in an improper manner or other than in accordance with the relevant documentation, or (d) any GEOTAB Product which has been altered or supplemented by anyone other than an authorized representative of GEOTAB. GEOTAB shall not be liable for any expenses incurred by a Customer in an attempt to correct any allegedly defective GEOTAB Product.

It is understood that GEOTAB has no special knowledge of the Customer's operation or requirements and Customer confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by the Customer of its suitability for intended use.

EXCEPT AS SPECIFICALLY SET OUT ABOVE, THE GEOTAB EQUIPMENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND GEOTAB EQUIPMENT REMAINS WITH CUSTOMER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GEOTAB OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS WARRANTY OR THE USE OF OR INABILITY TO USE THE GEOTAB EQUIPMENT, EVEN IF GEOTAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEOTAB'S TOTAL LIABILITY TO CUSTOMER FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO GEOTAB UNDER THIS AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN CUSTOMERS

Exhibit 4

PROFESSIONAL HARDWARE INSTALLATION BY THIRD PARTY INSTALLER

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3<sup>rd</sup> Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3<sup>rd</sup> Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

**Tech-Day Rate**

\$900 per tech per day, plus travel expenses



AMENDMENT

This amendment ("Amendment") is made this 29<sup>th</sup> day of July 2019 by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York ("Tyler") and the Broken Arrow Public Schools, with offices at 701 South Main Street, Broken Arrow, Oklahoma 74012 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 5, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement by addition of hosting services to be provided by Tyler;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. In exchange for the annual application hosting fees set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary"), Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products set forth in the Investment Summary licensed by Client ("Licensed Modules") for the one-year term commencing when Tyler first makes the Licensed Modules available to Client in the hosted environment. Subsequent annual application hosting fees will be due on each anniversary of the commencement of the hosting term.
2. Payment Terms for the items added to the Agreement pursuant to Article 1 of this Amendment shall be as follows:
  - a. Tyler will invoice Client \$20,225.67 when Tyler first gives Client access to the hosted environment, which equals:
    - i. 100% of the first annual hosting fees which cover the twelve (12) month period commencing when Tyler first gives Client access to the hosted environment.
3. Tyler has the right to terminate Client's access to the hosted environment if Client fails to remit any required annual application hosting fees and the amount in arrears is thirty (30) days or older following thirty (30) days written notice of Tyler's intent to terminate Client's access to the hosted environment.
4. Hosting Services shall be provided in accord with Exhibit 2 to this Amendment, Service Level Agreement.
5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. – Operating
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

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

Tyler Technologies, Inc.

By: Theodore J. Thien

Name: Theodore J. Thien

Title: VP and General Manager, Versatrans

Date: July 23, 2019

Broken Arrow Public Schools

By: Steve Allen

Name: Steve Allen

Title: BOE President

Date: 7-29-19

**Exhibit 1a: Software Investment Summary for Broken Arrow Public Schools**  
*prices are valid until October 21 2019*

4 Hosting	Quantity	Price	Extended	This Year Total	Year 2 Renewal
Versatrans Routing and Planning Hosting for up to 240 vehicles	1	\$6,416.67	\$6,416.67	\$6,416.67	\$6,416.67
Versatrans Onscreen Hosting for up to 240 vehicles	1	\$5,499.00	\$5,499.00	\$5,499.00	\$5,499.00
Versatrans Triptracker Hosting for up to 240 vehicles	1	\$4,140.00	\$4,140.00	\$4,140.00	\$4,140.00
Versatrans Fleetvision Hosting for up to 240 vehicles	1	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
Versatrans e-Link Hosting for up to 240 vehicles	1	\$2,070.00	\$2,070.00	\$2,070.00	\$2,070.00
<b>Subtotal: Hosting</b>			<b>\$20,225.67</b>	<b>\$20,225.67</b>	<b>\$20,225.67</b>

**Total One-Time Fees:**  
**Total Recurring Fees \*\*:**

**\$20,225.67**  
**\$20,225.67**

\*\* Subject to annual increase after Year 2

<sup>1</sup> *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

<sup>2</sup> *Training Classes are limited to 5 persons and are delivered in 2 hour increments*

Quote prepared on July 23, 2019

  
 Signature 7.29.19

Exhibit 2

**SERVICE LEVEL AGREEMENT**

**I. Agreement Overview**

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Agreement between Tyler and Client to which this is attached as Exhibit 2. The SLA is effective as of the Effective Date of the Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services shall be delivered in accord with the then-current Maintenance Agreement for the Tyler Software Products licensed by Client.

**II. Definitions**

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

*Defect:* Any failure of the licensed software that is recognized as a "defect" under the Agreement through which Client licenses the Tyler software.

*Downtime:* Those minutes during which the software products set forth in the Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

*Force Majeure:* An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

*Service Availability:* The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure

**III. Service Availability**

The Service Availability of Tyler's applications is intended to be 24/7/365 (excluding maintenance windows). Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

**a. Client Responsibilities**

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

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

**b. Tyler Responsibilities**

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own

outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. **Client Relief**

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

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

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

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

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

**V. Force Majeure**

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