



AMENDMENT

This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. (“Tyler”) and the City of Menifee, California (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated February 17, 2023 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. Section F(1) (Term) is replaced in its entirety by the following: The Initial Term of this Agreement is three (3) years, commencing on July 1, 2023, unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will terminate. The parties may elect to renew this Agreement for additional one (1) year renewal terms at Tyler’s then-current rates but subject to pricing commitments in Exhibit B. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. The following Tyler Software, inclusive of any SaaS Services for such Tyler Software, are removed from the Agreement, effective 7/1/23:
 - a. Inventory, with a license fee of \$17,053 and annual SaaS Fee of \$9,743;
 - b. Inventory API Toolkit, with an annual SaaS Fee of \$6,214; and
 - c. Procurement API Toolkit Bundle, with an annual SaaS Fee of \$24,856.

Accordingly, as of such date, Client’s license and right to use such Tyler Software and SaaS Services are terminated, as are Tyler’s obligations to maintain, support, and host such software. Client owes no license or SaaS fees for such software.

3. Exhibit B, Invoicing and Payment Policy is revised as follows:
 - a. Section 1 (SaaS Fees) is replaced in its entirety by the following: SaaS Fees are invoiced on an annual basis, beginning upon commencement of the initial term as indicated in Section F(1) of this Agreement. Your annual SaaS Fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, SaaS Fees payable during any renewal term shall not increase more than five percent (5%) over the preceding year for years four (4) through ten (10). Pricing for renewal terms thereafter shall be at our then-current SaaS Fees term. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
 - b. The following Sections are renumbered as shown below to correct a cascading numbering error:
 - i. Third Party Products – Section 4
 - ii. Transaction Fees – Section 5
 - iii. Expenses – Section 6
 - iv. Credit for Prepaid Maintenance and Support Fees for Migration Modules – Section 7.



- c. Section 4 (Third Party Products) is revised by the addition of the following two subsections:
 - i. Section 4.4: Tyler will invoice Client directly for any services fees for Pattern Stream as such services are delivered. Tyler will invoice Client directly for any services fees for Pattern Stream agreed to by Client in advance in writing as such services are delivered. Services provided onsite are subject to travel expenses agreed to in advance by Client in writing.
 - ii. Section 4.5: SaaS Services fees for Pattern Stream are invoiced annually, in advance, commencing with availability of the SaaS Services. Pricing for the first year of Pattern Stream SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at Finite Matters then-current rates for Pattern Stream SaaS Services.
- 4. Exhibit D is revised by the addition of Schedule 3 – SaaS Services Terms and Conditions for Finite Matters, LTD as shown attached hereto and incorporated herein.
- 5. The items set forth in the sales quotation attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending 6/30/24. Payment of fees and costs for such items shall conform to the following terms:
 - a. SaaS Fees. The first year’s annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending 6/30/24. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. License Fees. 100% of License Fees shall be invoiced when Tyler provides the Client with access to the applicable Tyler Software (the “Software Access Date”).
 - c. Services Fees. Fees for services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- 6. Exhibit E, Statement of Work, is replaced in its entirety by the Statement attached hereto as Exhibit 3.
- 7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 8. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Menifee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Finite Matters, LTD Consolidated Terms

See following pages.

Finite Matters Ltd. Consolidated Terms

FINITE MATTERS LTD.

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Part I (Applies to customers acquiring licenses to Patternstream® software only)

PATTERNSTREAM® AUTOMATED DOCUMENT SYSTEM **SOFTWARE LICENSE AGREEMENT**

1. Notice to User

By signing an agreement for access to the software identified above or by clicking on the "I ACCEPT" button, you are consenting to be bound by and are becoming a party to this License Agreement, which is a legal document between you and Finite Matters Ltd., a Virginia corporation ("Licensor"). If you do not agree to all of the terms of this License Agreement, do not sign an agreement for access to the software or click the "I DO NOT ACCEPT" button.

By installing or using the accompanying software, you agree to be bound by the terms of this Agreement. If you do not agree, you are not licensed to use the software, and you must remove the software from your system and return any tangible copies of the software in your possession or control to Licensor.

2. Software License

License Grant. Licensor hereby grants to you a non-exclusive, NON-TRANSFERABLE, limited license (the "License") to use the accompanying software application and data (the "Program") on any computer located at your business premises and any other computers or devices owned or controlled by you which can be accessed from outside your business premises by a telecommunications network or otherwise.

Copying. You may make that number of copies of the Program that are necessary for you to use the Program in accordance with the license granted above. You also may copy the Program for archival purposes. Each copy made by you must include the copyright/proprietary rights notice(s) embedded in and affixed to the Program. All other copying of the Program, any part thereof, or the accompanying documentation (if any) is prohibited.

Other Restrictions. YOU MAY NOT DISTRIBUTE, LOAN, LEASE OR RENT THE PROGRAM, BUT YOU MAY TRANSFER YOUR RIGHTS UNDER THIS LICENSE ON A PERMANENT BASIS IF YOU TRANSFER THIS LICENSE, THE PROGRAM AND ALL ACCOMPANYING WRITTEN MATERIALS AND RETAIN NO COPIES, AND THE RECIPIENT AGREES TO THE TERMS OF THIS AGREEMENT. ANY TRANSFER OF THE PROGRAM MUST INCLUDE THE MOST RECENT UPDATE AND ALL PRIOR VERSIONS. Under no circumstances may you modify, translate, reverse engineer, decompile, or disassemble the Program, any associated data or subscription files, or create any derivative work thereof.

Title. Title to the Program is not transferred to you. Ownership of the Program and all subsequent copies of the Program regardless of the form or media in or on which the original and other copies subsequently may exist, remains in Licensor.

3. Limited Warranty and Disclaimer

Limited Warranty. Licensor warrants that, for a period of 90 days from the date you receive the Program: (i) the medium, if any, upon which the Program is provided to you by Licensor will be free from defects in material and workmanship under normal use, and (ii) the Program will perform substantially in accordance with its accompanying documentation when operated in the computing environment specified by Licensor. Licensor does not warrant, however, that the Program will meet your requirements, that your use of the Program will be uninterrupted, that the operation of the Program will be error-free or secure, or that any defects in the Program will be corrected. Modifications to the Program, subjection of the Program to accident, abuse, or improper use, or violation of the terms of this Agreement shall void this limited warranty immediately. This warranty shall not apply if the Program is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Program was designed to be used as described in the accompanying documentation.

DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PROGRAM AND ANY DOCUMENTATION ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM OR AGAINST INFRINGEMENT.

Limitation of Remedies. Licensor's entire liability and your exclusive remedy for breach of any expressed or implied warranty shall be, at Licensor's option, either (i) replacement of the Program or media that does not conform to the Limited Warranty contained in this Agreement and which is returned to Licensor with a copy of your purchase receipt prior to expiration of the applicable warranty period, or (ii) a refund of your purchase price for the Program upon return of the Program and all documentation with a copy of your purchase receipt prior to expiration of the applicable warranty period and certification that you have erased all other copies of the Program in your control or possession. Any replacement Program will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

LIMITATION OF LIABILITY. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PROGRAM LICENSED HEREUNDER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions

Termination. This Agreement and the License granted herein may be terminated by Licensor, at its sole option, if you commit a material breach of this Agreement. This Agreement and the License granted herein shall terminate immediately upon your receipt of a new version or update of the Program. Upon any termination of this Agreement, you must cease use of the Program, destroy all

copies then in your possession or control, and take such other action as Licensor may reasonably require to ensure that no copies of the Program remain in your possession or control.

Export Controls. The Program, the Program technology and its related documentation may not be exported or reexported in violation of the U.S. Export Administration Act and its implementing regulations.

Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, U.S.A. as such laws apply to agreements between Virginia residents entered into and to be performed within Virginia, except as governed by Federal law. ANY ACTION OR PROCEEDING SHALL BE BROUGHT IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION IN THE COUNTY OF GOOCHLAND, VIRGINIA OR THE CITY OF RICHMOND, VIRGINIA, AND IN NO OTHER JURISDICTION.

Miscellaneous. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of this Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

U.S. Government Restricted Rights. The Program and any documentation are provided to the Government with RESTRICTED RIGHTS as defined at 48 CFR 27.401 or at DFARS 252.227-7013(a), as appropriate to the procuring agency. Notwithstanding any other lease or license agreement that pertains to, or accompanies the delivery of, the Program, use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (c)(1) and (c)(2) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, when procured or used by civilian agencies of the U.S. Government, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, when procured or used by agencies of the U.S. Department of Defense, and in similar clauses in the NASA FAR Supplement, where applicable. U.S. Government Restricted Rights Contractor/manufacturer is Finite Matters Ltd., 3064 River Road West, Suite B, Goochland, Virginia 23063.

Copyright. The Program is protected by the copyright laws of the United States and international copyright treaties, and should be treated like other copyrighted material.

Copyright 2020 Finite Matters Limited Liability Company

Portions of the Program are licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Contact Us.

If you have any questions concerning this Agreement, or if you desire to contact Licensor for any reason, please contact Finite Matters Ltd. at 3064 River Road West, Suite B, Goochland, Virginia 23063.

Part II (Applies to customers acquiring licenses to Patternstream® software only)

FINITE MATTERS LTD.

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT made and entered into between Finite Matters Ltd., a Virginia corporation (hereinafter "FML"), and the customer that has licensed the Software (hereinafter defined) from FML (hereinafter "User"), determines the obligations of FML for the maintenance of the Software.

1. Definitions

As used in this Agreement, the following definitions shall apply:

- a. "Software" shall mean the computer program(s), in object code form, identified in Schedule A, annexed hereto and made a part hereof.
- b. "Designated Equipment" shall mean the central processing unit and its associate equipment that are identified by model and serial numbers on the annexed Schedule A.
- c. "Specifications" shall mean the functional specifications for the Software in existence as of the effective date of this Agreement.
- d. "Errors, Malfunctions and Defects" shall mean the failure or inability of the Software to perform any material functions set forth in the Specifications when such Software is used on the Designated Equipment.
- e. "Nonexclusive license" means a license that does not preclude the licensor from transferring the same information, informational rights, contractual rights or permissions within the same scope to other licensees.

2. Duties of FML

- a. FML shall perform the following services during the term hereof:
 - i. Assist User in diagnosing Errors, Malfunctions and Defects when the Software is used on the Designated Equipment.

- ii. Provide technical services to User to attempt to correct diagnosed Errors, Malfunctions and Defects.
 - iii. Provide technical services to User to attempt to keep the Software in compliance with hardware changes made to the Designated Equipment by the manufacturer thereof.
 - iv. Provide technical services to User to attempt to keep the Software compatible with the then-current version of the operating system of the Designated Equipment.
- b. In receiving such services, User shall be entitled only to the following:
 - i. Twelve (12) telephone support incidents per Term (as hereinafter defined), not to exceed an aggregate of eight (8) hours. In the event this Agreement is renewed for one or more Renewal Terms (as hereinafter defined), User shall not receive any credit for unused incidents remaining at the end of the preceding Term. Such telephone support shall be provided during FML's standard business hours (9 a.m. to 5 p.m. Eastern Time, Monday through Friday).
 - ii. Unlimited e-mail support.
- c. During the term hereof, FML shall notify User of all major and minor Software updates, upgrades and enhancements and related updates to the Software documentation (each, a "Release"). User shall have the option to purchase each Release at FML's then-current price.

3. Duties of User

User shall provide FML with all information, documentation, technical assistance and access to the Designated Equipment as FML may require in order to perform the duties set forth in Paragraph 2 hereof. FML shall be released from its obligations hereunder if User is unable or otherwise fails to provide FML with the foregoing.

4. Fees and Taxes

- a. In consideration of FML's performance of its obligations hereunder, User shall pay FML the annual maintenance fees set forth in Schedule A hereof or, alternatively, the annual maintenance fees for FML maintenance services indicated as payable pursuant to the agreement with Tyler Technologies, Inc. ("Tyler") through which User obtained access to the Software (hereinafter, a "Tyler Agreement").
- b. User shall pay all taxes based on or in any way measured by this Agreement or any services related hereto, excluding taxes based on FML's net income. If User challenges the applicability of any such taxes, it shall pay the same to FML and User may thereafter challenge such tax and seek refund thereof.
- c. Unless annual maintenance fees for FML maintenance services, including any applicable taxes, are payable under a Tyler Agreement, such amounts shall be due and payable in advance within 10 days after the submission of invoice therefor by FML. User shall pay a late payment charge of 1.5 percent per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amounts for each calendar month or fraction thereof that any payment to FML is in arrears.

5. Proprietary Rights

- a. FML shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with User or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of the maintenance fees and taxes herein provided, FML hereby grants to User a nonexclusive license to use that portion of such corrections, programs, information and work product that FML actually delivers to User pursuant to this Agreement.
- b. Except and to the extent expressly provided herein, FML does not grant to User any right, license or other proprietary right, express or implied, in or to any corrections, programs, information or work product covered by this Agreement.

6. Negation of Warranty

FML DOES NOT WARRANT THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THAT THE SOFTWARE WILL MEET OR CONTINUE TO MEET THE SPECIFICATIONS OR THAT ANY OR ALL ERRORS, MALFUNCTIONS AND DEFECTS CAN OR WILL BE CORRECTED. ALL CORRECTIONS, PROGRAMS, INFORMATION AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

7. No Infringement Indemnification

FML SHALL HAVE NO LIABILITY TO USER FOR THE INFRINGEMENT OF ANY PROPRIETARY RIGHTS AS A RESULT OF OR RELATED TO THIS AGREEMENT OR TO ANY CORRECTIONS, PROGRAMS, INFORMATION, WORK PRODUCT OR SERVICES PROVIDED TO USER BY FML HEREUNDER.

8. Limitation of Liability

- a. FML SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY FML HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF FML TO CORRECT ANY ERRORS, MALFUNCTIONS AND DEFECTS IN THE SOFTWARE, OR DELAY OF FML IN PERFORMING ANY SERVICES HEREUNDER.
- b. IN NO EVENT SHALL FML BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF FML HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. FML'S LIABILITY HEREUNDER TO THE USER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE ANNUAL MAINTENANCE FEES PAID TO FML HEREUNDER BY USER.

9. Termination

- a. This Agreement may be terminated upon the occurrence of one or more of the following events; provided, however, the terminating party shall have no liability to the other party for the exercise of any rights granted in this paragraph, nor shall such exercise have the effect of waiving any rights, claims, or damages to which the terminating party might be entitled:
 - i. By either party, if the other party is adjudicated bankrupt or seeks protection as a debtor, voluntarily or involuntarily, under any bankruptcy law.
 - ii. By FML, if User fails to pay the maintenance fees or taxes due FML hereunder.
 - iii. By either party, if the other party is in default of any other provision of this Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within 30 days after receipt of such notice.
- b. The failure of either party to exercise its rights of termination as provided herein shall not be deemed a waiver or limitation of the rights of such party to subsequently terminate this Agreement for any other or similar default.

10. Term

- a. This Agreement shall become effective upon FML's written acceptance of this Agreement or, in the event access to the Software is obtained pursuant to a Tyler Agreement, upon Tyler's acceptance of such Tyler Agreement.
- b. The initial term of this Agreement shall be for a period of 12 months commencing with the date of FML's acceptance of this Agreement (the "Initial Term").
- c. After expiration of any Term (as hereinafter defined), and subject to any contrary provisions in a Tyler Agreement, User shall have the right to renew this Agreement for an additional 12-month period (each, a "Renewal Term") by providing FML with 60 days prior written notice. No Renewal Term shall commence until receipt by FML of its then-current annual maintenance fees. The Initial Term and each Renewal Term shall be referred to herein as a "Term."
- d. Notwithstanding the foregoing, FML shall have the right, exercisable at its sole discretion, to terminate this Agreement effective as of the end of any Term by providing User with 30 days prior written notice thereof. This right shall be exercisable by FML without respect to any renewal notice previously, contemporaneously or subsequently provided by User pursuant to Paragraph 10(c) hereof.

11. General

- a. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and may be amended only by a writing executed by authorized representatives of both parties. FML rejects any and all additional, conflicting or inconsistent terms and conditions that may be submitted or proposed by User.
- b. User may not assign or transfer this Agreement or User's rights and obligations here- under without FML's prior written consent.
- c. All notices, requests or other communications required shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by United States certified or registered mail, prepaid, return receipt requested, to the parties or their permitted assignees at the addresses indicated below (or at such other address as shall be given in writing by either of the parties to the other).

- d. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. No action or proceeding based upon this Agreement or arising out of its performance shall be instituted by either party more than one year after the cause of action has accrued, and any such action or proceeding shall be brought in a federal or state court of competent jurisdiction in the County of Goochland, Virginia or the City of Richmond, Virginia, and in no other jurisdiction.
- e. In the event that FML should institute suit against User for any relief under this Agreement and substantially prevail in such suit, User shall pay to FML all reasonable expenses and court costs, including reasonable attorneys' fees, incurred by FML, which shall be deemed to have accrued on the date such suit is instituted and shall be enforceable even though such suit is not prosecuted to judgment.
- f. This Agreement shall be binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns, and shall inure to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other successors and assigns.
- g. The failure of any party at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.
- h. It is the intention of all of the parties hereto that each provision of this Agreement is severable and, if for any reason any provision is held to be invalid or unenforceable, neither the validity or enforceability of the remaining provisions of this Agreement shall be affected thereby.

Part III

FINITE MATTERS LTD.

SERVICES AGREEMENT TERMS

SECTION I. STATEMENT OF SERVICES

Subject to the terms and conditions attached hereto, Finite Matters Ltd., a Virginia corporation with a principal place of business at 3064 River Road West, Suite B, Goochland, Virginia 23063 ("FML"), shall provide professional computer programming and consulting services (the "Work") to the party who has purchased FML's services through Tyler Technologies, Inc. ("Tyler") as an authorized reseller (such purchasing party, "Customer") in accordance with the written statement of work agreed to between the parties attached hereto as Exhibit A and incorporated herein by reference as fully as though set forth herein (the "Statement of Work"). Nothing in this Agreement or the Statement of Work is intended to grant to Customer any rights in any of FML's proprietary computer software programs, including without limitation the software commonly known as PatternStream® Automated

Document System (collectively, the “Software”); Customer’s use of the Software is subject to a separate Software License Agreement entered into by Customer.

SECTION II. PAYMENT

Unless indicated otherwise in an agreement between Tyler and Customer (a “Tyler Agreement”), Customer will pay FML for the services performed under this Agreement in the amounts specified in the Statement of Work. In the event a Statement of Work is not attached hereto but FML performs consulting services for Customer, or if the Statement of Work does not specify the type of payments to be made by Customer, then such Work performed by FML shall be rendered on a time and materials basis. For work rendered on a time and materials basis, Customer agrees to pay FML for such services at FML’s then current hourly rate, unless the parties otherwise expressly agree in writing.

SECTION III. ADDITIONAL TERMS AND CONDITIONS

1. Warranty

FML will provide the deliverables specified in the Statement of Work with the degree of skill and care that is required by customarily accepted good and sound professional practices and standards, at the time the Work is performed, to ensure all Work is correct and appropriate for the purpose intended.

In the event of any error, omission, or other professional negligence, or any breach of the above warranty, the sole and exclusive responsibility of FML will be to re-perform the deficient Work at its own expense and FML will have no other liability whatsoever.

FML will not be responsible for any error, omission, or other professional negligence, or any breach of warranty by any other third-party software or operating system.

FML will fix errors in customized software and pattern set template files for no charge for 90 days after delivery. FML will fix any PatternStream errors at no charge.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FML SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RELATED TO ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF CUSTOMER OR CUSTOMER’S AUTHORIZED REPRESENTATIVE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

2. Schedule Contingencies

Conditions or events beyond the control of FML may jeopardize the proposed schedule for the Work. FML shall not be responsible for delays in delivery beyond FML's control. Examples of conditions or events beyond FML's control include a change in the Customer's personnel working on the project or an inability to access Customer's personnel and information.

3. Indemnity

Customer hereby undertakes and agrees to indemnify and save harmless FML, its officers, directors and employees, from any and all liability, loss, damage, suits, debts, claims, expenses, etc., whatsoever, arising directly or indirectly from this Agreement or the Statement of Work, including any patent, copyright, trade secret, or trademark infringement claims.

4. Insurance

FML will maintain, throughout the life of these tasks, insurance that meets or exceeds the limits specified by Customer.

5. Security

While at Customer's locations, FML employees will comply with the work place rules and regulations established by Customer.

6. Proprietary Information

FML understands that published products are the property of Customer. FML and its employees and contractors will not compromise Customer's property rights, intellectual property rights, or non-disclosure policies. Customer understands that the Software, including PatternStream, and associated technologies and services are proprietary to FML and shall remain proprietary to FML notwithstanding anything to the contrary contained herein.

Customer and FML will make available and disclose such software, processes, product information, and data (hereafter "Information") as the parties mutually agree are necessary and desirable for tests, analysis, review, study, evaluation, development and completion. Either party may consider portions of the Information proprietary.

Both Customer and FML agree:

- a. To permit Information access only to those personnel engaged in completing the project. Both parties will require project personnel to maintain the Information in confidence.
- b. The Information shall at all times remain the property of the respective parties and shall not be used or disclosed to anyone without the prior consent of the other party.

Notwithstanding the foregoing, this Section shall not apply to Information which:

- i. Is in the public domain.
- ii. Is known and can be shown to be known by either party prior to disclosure.

- iii. Becomes part of the public domain by publication or otherwise and is not the result of any unauthorized act or omission on the part of either party; or
- iv. Can be demonstrated to have been supplied to either party by a third party who is under no obligation to maintain such Information in confidence.

It is acknowledged by Customer that unauthorized copying, transfer or use of the Software, including PatternStream, or unauthorized disclosure of the Information may cause FML irreparable injury that cannot be adequately compensated for by means of monetary damages. It is therefore agreed that any breach of this section by Customer may be enforced by means of equitable relief (such as, but not necessarily limited to injunctive relief) in addition to any other rights and remedies that may be available.

7. Copyright

FML agrees that any published product resulting from the products or services provided hereunder shall become the exclusive property of Customer.

8. Software Products

Customer understands that FML is in the software development business and that FML has the right to develop software and publishing products and processes for various industry sectors.

9. Remedies

If Customer is in default of any payment hereunder or attempts to use, copy, license, or convey the items supplied by FML hereunder in a manner contrary to the terms of this Agreement or in competition with FML or in derogation of FML's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, FML shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action and the right to revoke the license for FML-supplied software, Customer hereby acknowledging that other remedies are inadequate.

10. Term

This Agreement is at the will of the parties and may be terminated by either FML or Customer at any time, with or without cause. In the event of termination of this Agreement prior to completion of the Work, Customer shall be responsible for payment for all services rendered and expenses incurred by FML up to the date of termination.

11. Notice

All notices under this Agreement or the Statement of Work shall be in writing and given either in person or by express overnight service to the principal office address of the other party (or to such other address as a party may furnish to the other as provided in this sentence), and shall be deemed received on the date of personal delivery or receipt (in the case of express overnight service).

12. Assignment; Binding Effect

Customer shall not assign, transfer or delegate any rights or obligations under this Agreement or the Statement of Work without the prior written consent of FML, which consent may be withheld in FML's sole discretion. All or any portion of the services to be provided by FML hereunder may be subcontracted by FML without Customer's consent, which subcontracting shall in no way relieve FML of its obligations hereunder. This Agreement (including these terms and conditions) and the Statement of Work shall be binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns, and shall inure to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other successors and assigns.

13. Entire Agreement

This Agreement, together with the Statement of Work, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous agreements (written or oral), if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by both parties. In the event of any conflict between the terms of this Agreement and the Statement of Work, the terms of the Statement of Work shall control.

14. No Waiver

The failure of any party at any time or times to require the performance of any provisions of this Agreement (including these terms and conditions) or the Statement of Work shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement (including these terms and conditions) or the Statement of Work, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement (including these terms and conditions) or the Statement of Work.

15. Governing Law

This Agreement (including these terms and conditions) and the Statement of Work shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

16. Severability

It is the intention of all of the parties hereto that each provision of this Agreement (including these terms and conditions) or the Statement of Work is severable and, if for any reason any provision is held to be invalid or unenforceable, neither the validity or enforceability of the remaining provisions of this Agreement or the Statement of Work shall be affected thereby.

17. Payment

Unless indicated otherwise in an agreement between Tyler and Customer, FML shall be paid within 30 days of invoice receipt for the Work. Invoices greater than 30 days old will be assessed an additional late fee of 2.0 percent. Software invoices shall be paid on delivery.

The prices set forth in the Statement of Work include all reasonable phone and miscellaneous expenses incurred by FML personnel. These prices do not include any specialty application development, modifications, or enhancements beyond what is delineated in the Statement of Work and reasonable travel, lodging and meal expenses.

FML shall not be responsible for the payment of any local, state or federal taxes for deliverables outside the Commonwealth of Virginia.

18. Attorneys' Fees

In the event that any party should institute suit for any relief under this Agreement or the Statement of Work against the other party, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including reasonable attorneys' fees, incurred by the prevailing party, which shall be deemed to have accrued on the date such suit is instituted and shall be enforceable even though such suit is not prosecuted to judgment.

Part III EXHIBIT A

FINITE MATTERS LTD.

STATEMENT OF WORK

Implementation Methodology and Assumptions: Because PatternStream Automated Document System (PADS) is an out-of-the-box application, most of the setup involves the document configuration using the PADS GUI. The publishing project is set up in an iterative manner. Queries are used in PADS to acquire information, place it in variables, create strings and other control objects, and publish the information into targets with their attributes. The Adobe FrameMaker template is modified as presentation enhancements become necessary. As each level or type of publishing is created, trials are run to test the publishing. A typical setup may use hundreds of trials to develop additional levels of presentation.

Because of the nature and FML's experience with PADS implementation, FML believes that we can rapidly setup PADS to publish the Customer's document. FML will test publish the documents from the Customer's Munis budget system, other database systems, flat files, and content, and provide it to the Customer's staff for review. It is assumed that staff personnel will verify the document content and appearance and FML complete the PADS configuration to enable the publishing of the document. Once complete, the system will enable the Customer's staff to successfully publish from

the Tyler Munis database using PADS. The system may also easily provide a basis for other Customer publishing implementations.

Project assumptions are listed in the Customer Solution Overview document beginning on page 14 (the document is enclosed as part of the agreement). Due to the required project completion date, the major assumption is that Customer personnel will perform data access process development from the Munis system and possibly other information systems. How the organization, funds, programs, and other classes of information are represented in the data sources becomes an important part of the assumption considerations too. At this time, we assume that all information is represented in a method that doesn't require consolidation – or that the consolidation is available.

FML proposes to perform work primarily at FML offices to minimize expense cost. This will allow travel costs to be minimized.

Description of Services: FML will provide services to the Customer to implement a document publishing system to publish the required document. These services will be provided both on-site and off-site during the term of the Statement of Work, excluding Customer holidays. These services will include, but are not limited to the following:

1. Design, develop, test, and implement the PADS software to publish the Customer's book.
2. Provide training and knowledge transfer to Customer staff.
3. Provide support and requested enhancements as needed after system launch.

Project Tasks

As FML currently understands the Customer requirements, the project may need to be divided into a series of tasks.

Project Analysis and Design

The project analysis work will dissect the documents and verify their information sources, the Customer work flows, web site, and will recommend specific methods on how to proceed. This task will define and confirm the project work scope, tasks, and plan. The plan will include recommendations in the event the existing environment requires enhancement for optimum system performance.

Software Installation

FML personnel will install the software necessary to implement the publishing project on the Customer systems or cloud hosted system. Installation will include Adobe FrameMaker and FML PADS software. FML assumes that the installation desktop workstation will be connected to the network with access to the required file repositories and data sources.

FrameMaker and Other Template Development/ Modification

FML will develop FrameMaker and other templates necessary to publish the Customer's document. These templates will be based on the Customer's current requirements and reasonable changes.

PADS Setup

FML will PADS to publish the Customer document. This development will include the use of queries necessary to obtain the system and other database information. It is anticipated that support will be available to develop the queries and acquire other information. The setup will be based on the Customer current document format with enhancements as reasonably desired.

First Document Publishing

FML will support the first publishing of the Customer document.

Compensation: FML will invoice the Customer at the rates and amounts set forth in the Tyler Agreement. Part of the Project Analysis and Design task will be to confirm the project estimate, with any increase above the amounts indicated in the Tyler Agreement to be mutually agreed upon through a change order process.

Training: FML will optionally provide five days of system training at our then-current rates, plus expenses, if requested.

Expenses: FML will invoice the Customer for reasonable travel expenses at actual cost. Travel expenses may include lodging, air fare, meals, car rental and mileage to and from airport.

Part IV (Applies to customers acquiring SaaS Services for Patternstream® software only)

SAAS TERMS AND CONDITIONS

These SaaS Terms and Conditions apply between Finite Matters Ltd., a Virginia corporation (“FML”) and the customer (“Customer”) identified on the applicable Tyler Technologies sales quotation for the software-as-a-service offering made available by FML and identified on the quotation (“Services”) and govern all use by Customer of such Services. These SaaS Terms and Conditions may be updated by FML from time to time by posting on the FML website through which the Services are available or by written notice to you. Together, the applicable Tyler sales quotation(s) and these SaaS Terms and Conditions are referred to herein as the “Agreement”. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations.

1. SAAS SERVICES AND SUPPORT

- a. Subject to the terms of this Agreement, commencing on the first day of the Term (as defined at Section 5.a below), FML will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Attachment 1. As part of the registration process, Customer will identify an administrative username and password for Customer’s account. FML reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- b. Subject to the terms hereof, FML will provide Customer with reasonable technical support services in accordance with the terms set forth in Attachment 1.

2. RESTRICTIONS AND RESPONSIBILITIES

- a. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by FML or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- b. Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- c. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with FML’s standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless FML and its licensors and suppliers against any

damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although FML has no obligation to monitor Customer's use of the Services, FML may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

- d. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS; SECURITY

- a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of FML includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to FML to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.
- b. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. FML and its licensors shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- c. Notwithstanding anything to the contrary, FML and its licensors and suppliers shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and FML and its licensors and suppliers will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other FML offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its or their business. No rights or licenses are granted except as expressly set forth herein.
- d. During the Term, FML shall maintain a formal security program materially in accordance with industry standards that is designed to: (a) ensure the security and integrity of Customer Data; (b) protect against threats or hazards to the security or integrity of Customer Data; and (c) prevent unauthorized access to Customer Data.

4. PAYMENT OF FEES

Customer shall pay the applicable fees (“Fees”) described in the applicable Tyler sales quotation (“Quotation”) in accordance with the terms therein pursuant to the agreement with Tyler Technologies, Inc. through which Customer obtained access to the Services (hereinafter, a “Tyler Agreement”). If Customer’s use of the Services exceeds the Service Capacity (if any) set forth on the Quotation, or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided in the Tyler Agreement.

5. TERM AND TERMINATION

- a. Subject to earlier termination as provided below, this Agreement is for the twelve (12) month period commencing when FML makes the SaaS Services available to you (“Initial Service Term”), and shall be automatically renewed for additional periods of twelve (12) months each (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current Term.
- b. In addition to any other remedies it may have, either party may also terminate this Agreement upon 30 days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within the notice period. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, FML will make all Customer Data available to Customer for electronic retrieval for a period of 30 days, but thereafter FML may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

FML shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by FML or by third-party providers, or because of other causes beyond FML’s reasonable control, but FML shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **FML does not warrant that the Services will be uninterrupted or error free; nor does FML make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this section, the Services and Implementation Services are provided “as is” and FML disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.**

7. INDEMNITY

FML shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided FML is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; FML will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by FML, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by FML, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of

modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by FML to be infringing, FML may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

8. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, except for bodily injury of a person, FML and its suppliers (including but not limited to all equipment and technology licensors and suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this Agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond FML's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to FML for the Services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not FML has been advised of the possibility of such damages.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with FML's prior written consent. FML may transfer, assign or subcontract any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind FML in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after being sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with FML to serve as a reference account upon request.

Attachment 1 to SaaS Agreement

Maintenance and Support Services and Service Level Obligations

1. Support and Maintenance Services.

a. Generally. FML shall provide maintenance and support services (“Support Services”) for the Services in accordance with the provisions of this Schedule. For clarity, the Support Services are included in the Services, and FML shall not assess any additional Fees, costs or charges for such Support Services.

b. Support Services Responsibilities. FML shall provide unlimited support via email and telephone between the hours of 9:00AM – 5:00PM Eastern Time, Monday through Friday. FML also shall provide chat support services, to the full extent FML makes such resources generally available to its other customers. FML shall use reasonable efforts to respond to requests for Support Services outside of the foregoing hours of availability.

c. Service Maintenance. FML shall maintain the Services to meet the Availability Requirement (defined below). Such maintenance services shall include providing to Customer: (i) all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Services, including the Software, that FML provides at no additional charge to its other similarly situated customers; and (ii) all such services and repairs as are required to maintain the Services or are ancillary, necessary, or otherwise related to Customer’s access to or use of the Services, so that the Services operate properly in accordance with the Agreement.

2. Service Availability

a. Availability Requirement. FML shall make the Services Available (as defined below), as measured over the course of each calendar month during the Term (each such calendar month, a “Service Period”), 99.5% of the time, excluding only the time the Services are not Available solely as a result of one or more Exceptions (the “Availability Requirement”). “Available” means the Software Application is available and operable for access and use by Customer and its authorized users over the Internet in full conformity with FML’s specifications and without any material degradation of performance. “Availability” has a correlative meaning. The Services are not considered Available in the event of any performance degradation or inoperability of the Services as a whole.

b. Exceptions. No period of Services degradation or inoperability will be included in calculating Availability if such downtime or degradation is due solely to any of the following (each, an “Exception”):

- i. Failures of Customer’s or any authorized user’s Internet connectivity;
- ii. Internet or other network problems other than problems arising in or from networks actually or required to be provided or controlled by or on behalf of FML;
- iii. Customer’s or authorized users’ failure to comply with Section 2 of the Agreement;
- iv. Problems caused by Customer’s or authorized users’ hardware, software, networks, computer systems or devices; or

v. Scheduled Downtime in accordance with Section 2.c below.

c. Scheduled Downtime. Scheduled outages of the Services in whole or in part ("Scheduled Downtime") shall be scheduled between the hours of 2 a.m. and 6 a.m., Eastern Time.



Exhibit 2

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation follows this page.

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Quoted By: Chris Deroche
 Quote Expiration: 04/30/24
 Quote Name: City of Menifee-ERP-EERP-ETA-Adv Sch
 Quote Description: EERP ETA AS 2.6.24
 SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

City of Menifee
 29714 Haun Rd
 Menifee CA 92586-6540

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Human Resources Management					
Advanced Scheduling w Mobile Access - Up to 350 Employees	1	\$ 26,500.00	124	\$ 21,200.00	\$ 0.00
Time & Attendance License Increase	250	\$ 23,437.50	0	\$ 18,687.50	\$ 0.00
		<i>Sub-Total</i>		\$ 39,887.50	\$ 0.00
		<i>Less Discount</i>		\$ 10,050.00	\$ 0.00
		TOTAL	124	\$ 39,887.50	\$ 0.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	1	0	\$ 15,683.00
Time & Attendance Subscription Increase	250	0	\$ 7,855.00
		<i>Sub-Total:</i>	\$ 23,538.00
		<i>Less Discount:</i>	\$ 4,637.00
		TOTAL	\$ 18,901.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Onsite Implementation	32	\$ 225.00	\$ 0.00	\$ 7,200.00	\$ 0.00
Remote Implementation	92	\$ 200.00	\$ 0.00	\$ 18,400.00	\$ 0.00
	TOTAL			\$ 28,800.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 39,887.50	\$ 0.00
Total SaaS	\$ 0.00	\$ 18,901.00
Total Tyler Services	\$ 28,800.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 68,687.50	\$ 18,901.00
Contract Total	\$ 87,588.50	



Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Human Resources Management						
Advanced Scheduling w Mobile Access - Up to 350 Employees	\$ 26,500.00	\$ 5,300.00	\$ 21,200.00	\$ 0.00	\$ 0.00	\$ 0.00
Time & Attendance License Increase	\$ 23,437.50	\$ 4,750.00	\$ 18,687.50	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 49,937.50	\$ 10,050.00	\$ 39,887.50	\$ 0.00	\$ 0.00	\$ 0.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	\$ 15,683.00	\$ 3,137.00	\$ 12,546.00
Time & Attendance Subscription Increase	\$ 7,855.00	\$ 1,500.00	\$ 6,355.00
TOTAL	\$ 23,538.00	\$ 4,637.00	\$ 18,901.00

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Human Resources Management						
Advanced Scheduling w Mobile Access - Up to 350 Employees	\$ 26,500.00	\$ 5,300.00	\$ 21,200.00	\$ 0.00	\$ 0.00	\$ 0.00
Time & Attendance License Increase	\$ 23,437.50	\$ 4,750.00	\$ 18,687.50	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 49,937.50	\$ 10,050.00	\$ 39,887.50	\$ 0.00	\$ 0.00	\$ 0.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	\$ 15,683.00	\$ 3,137.00	\$ 12,546.00
Time & Attendance Subscription Increase	\$ 7,855.00	\$ 1,500.00	\$ 6,355.00
TOTAL	\$ 23,538.00	\$ 4,637.00	\$ 18,901.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Exhibit 3
Statement of Work

See following pages.