

Continuous Improvement Program Agreement

This Continuous Improvement Program Agreement (this "CIP Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and the Purchaser named on Schedule 1 of this ESS Agreement (the "Purchaser").

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

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain additional support services beyond those services provided for in the M&S Agreement.

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

1. CERTAIN DEFINITIONS

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

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

1.3. Business Hours means 7:00 a.m. to 9:00 p.m., Central Time during Business Days.

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

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

2. TYLER RESPONSIBILITIES – SUPPORT SERVICES

2.1. CIP Packages. Tyler agrees to provide the Continuous Improvement Program Services selected on Schedule 1 of this CIP Agreement.

2.2. CIP Services. Purchaser shall be entitled to utilize during the Term, the number of courses, consulting hours and implementation days detailed on Schedule 1 at Purchaser's election.

3. FEES

3.1. Annual CIP Fee. Purchaser shall pay Tyler the annual fees as set forth on and in accordance with the timetables of Schedule 1 (the "CIP Fees").

3.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this CIP Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

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

4. TERM AND TERMINATION

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

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CIP Services. If Purchaser's M&S Agreement Term expires during the CIP Term and Purchaser does not renew the M&S Agreement, CIP services shall be automatically terminated on the same date that Tyler Maintenance and Support Services expires.

4.2. Termination for Cause. Either Party may terminate this CIP Agreement for Cause.

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

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

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

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

(b) No Party may terminate this CIP Agreement under Section 4.2 (a) (i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 6 following such period.

(c) In the event this CIP Agreement is terminated pursuant to this Section 4.2, Purchaser shall pay for all services delivered prior to such termination.

5. LIMITATION OF LIABILITY

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

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

6. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this CIP Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 6 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to mediation prior to commencing any litigation.

7. MISCELLANEOUS

7.1. Assignment. Neither party may assign this CIP Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

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

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

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

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

7.6. Entire Agreement. This CIP Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

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

7.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder

of this CIP Agreement shall remain valid and enforceable according to its terms.

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

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

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

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

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

TYLER TECHNOLOGIES, INC.

By:  _____

Name: Mitchell Spence

Title: VP of Customer Success & Support Services

Date: 7/18/2015

FORT BEND COUNTY, (the "PURCHASER")

By:  _____

Name: Robert E. Hebert

Title: Fort Bend county Judge

Date: July 28, 2015

**Continuous Improvement Program (CIP) Agreement
Schedule 1**

Purchaser: FORT BEND COUNTY

Effective Date: 10/11/2015

CIP PACKAGE: (select one)

Option #	Webinar-based Training	1:1 Consulting	On-Site Implementation	Max Trips	Price
1	250+ Courses	40 Hours	15 Days	4	\$34,750
2	250+ Courses	25 Hours	10 Days	3	\$27,500
3	250+ Courses	15 Hours	5 Days	2	\$20,250

PROGRAM DETAILS

- Webinar-based training and consulting services will be conducted from a Tyler office and shall be accessed remotely by Purchaser.
- Consulting and on-site implementation hours will be placed in a "bucket" to be drawn upon at the election of the Purchaser.
- Tyler will be responsible for all travel related expenses up to the maximum number of trips (Max Trips) allotted for the option selected. The Purchaser will be responsible for travel expenses for trips over the defined maximum. *Travel within 100 miles of Tyler's Plano office is not subject to the maximum trip limit.
- CIP Package services must be consumed during the current Term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent Term.