Contract ID#_____

Contract #: 2020

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
SOFTWARE SUBSCRIPTION AND MAINTENANCE
AGREEMENT

AGREEMENT is made and entered by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC" or "Client", and Tyler Technologies, Inc., hereinafter referred to as the "Contractor" or "Tyler". This Agreement shall be effective as of the date of last signature below (Effective Date).

WHEREAS, AOC desires to obtain access for its Users to Contractor's proprietary online dispute and resolution software, known as Modria, that functions as an add-on module to Contractor's proprietary case management software, Odyssey, which is New Mexico's statewide platform;

WHEREAS, Contractor desires to grant AOC such access, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Contractor and AOC agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

REPLACEMENT OF PRIOR AGREEMENT

This Agreement hereby supersedes and replaces in its entirety the prior 2019 fee-based Software Subscription and Professional Services Agreement dated October 10, 2018 regarding access to and development of Modria. The prior Agreement is null and void and of no further force and effect. Upon execution of this Software Subscription and Maintenance Agreement by AOC and Tyler, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety and shall have no further force and effect.

1) **SCOPE OF WORK**

   The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2) **PERFORMANCE MEASURES**

   The Contractor shall substantially perform to the satisfaction of the AOC the performance measures set forth in Exhibit E, Schedule 2. In the event the Contractor fails to obtain the results described in Exhibit E, Schedule 2, the AOC may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the AOC of specific steps it will take to achieve these results and the proposed timetable for implementation.

3) **SCHEDULE**

   The Contractor shall meet the due dates, as set forth in Exhibit A. The due dates shall not be altered or waived by the AOC without prior written approval, through the amendment process.

4) SOFTWARE AND SERVICES

A.   **License and Restrictions**

    i.   For the term of this Agreement, and in accordance with the Invoicing and Payment Policy, Contractor grants the AOC and/or AOC's Authorized User(s) a license to use the Tyler Software to process Authorized Disputes (the "Permitted Purposes"). The Tyler Software will be made available through a website located at a URL that Contractor will provide AOC, which URL Contractor may change from time to time upon no less than ten (10) days' notice to AOC. Tyler may provide AOC access to an additional copy of the Tyler Software for testing purposes, so long as such copy is not used in production and the testing is for internal use only, and so long as such copy is destroyed when payment on subscription fees is suspended. The license to use the Tyler Software is coterminous with the duration of subscription fee payments but may be revoked if AOC and/or AOC's Authorized Users do not comply with the terms of this Agreement.

    ii.   The Documentation is licensed to AOC and may be used and copied by AOC and/or AOC's Authorized Users for non-commercial reference purposes only.

    iii.   AOC and/or AOC's Authorized Users may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; (d) publish or otherwise disclose the Tyler Software or Documentation to third parties; or (e) attempt to interfere with or disrupt the Tyler Software or gain access to any systems or networks that connect thereto, except as required to access the Tyler Software.

    iv.   Contractor reserves all rights not expressly granted to AOC in this Agreement. Without limiting the generality of the preceding sentence, Contractor retain all right, title, and interest in and to the Tyler Software, including without limitation all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software. The Tyler Software is licensed, not sold.

    v.   The parties acknowledge and agree that Contractor does not own or have any rights in or to any Case Data and Configuration Data. To the extent AOC has provided that data to Contractor, AOC grants Contractor a limited, royalty-free, irrevocable license to use that Case Data and/or Configuration Data for the term of this Agreement, but only so long as such use relates to Contractor's performance under this Agreement and subject to the confidentiality provisions set forth below. Contractor owns all Usage Data.

B.   **Limited Warranty; Case Data Storage and Restoration**

    Contractor warrants that the Tyler software will be without Defect(s) as long as the fees set forth in the Investment Summary or Exhibit A (as applicable) are timely paid, such that the Maintenance and Support Terms are in effect. If the Tyler Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Terms. Contractor will use commercially reasonable efforts to store Case Data for up to 90 days after a dispute is resolved or is otherwise no longer active. In the event

any Case Data is lost or corrupted because of a Defect in the Tyler Software, Contractor will use commercially reasonable efforts to restore the lost or corrupted Case Data from the latest backup maintained by us in accordance with Contractor's procedures. Contractor will not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of case data that is not caused by us. CONTRACTOR'S OBLIGATIONS SET FORTH IN THIS PARAGRAPH CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND AOC's SOLE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CASE DATA.

C.   **Tyler Software Availability**

For the term of this Agreement, the Tyler Software will be available according to the terms set forth in Contractor's then-current Service Level Agreement. Contractor's current Service Level Agreement is set forth at Schedule 2 to Exhibit E. Notwithstanding the foregoing, AOC understands and agrees that access of the Tyler Software is dependent upon access to telecommunications and internet services. AOC and/or AOC's Authorized Users shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access the Tyler Software, including, without limitation, any and all costs, fees, expenses and taxes of any kind relating to the foregoing. Contractor will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and/or Internet services.

D.   **Acceptable Use Policies**

AOC acknowledges and agrees that Contractor does not monitor, or police communications or data transmitted through the Tyler Software, and Contractor is not responsible for the content of any such communications or transmissions. AOC will only use the Tyler Software for the Permitted Purposes, and consistent with all applicable laws, regulations, and third-party rights. AOC shall not use the Tyler Software to transmit any bulk unsolicited commercial communications. AOC shall keep confidential and not disclose to any third parties and shall ensure that Authorized Users under AOC's direction or control keep confidential and not disclose to any third parties, any user identifications, account numbers, and account profiles associated with the Tyler Software. In addition, AOC shall ensure that Authorized Users under AOC's direction or control comply with terms and conditions governing their access and use of the Tyler Software that are at least as restrictive as the terms and conditions set forth herein, and AOC acknowledges that Authorized Users agree to the Terms of Service made available on the Tyler Software platform through their use of the Tyler Software. Contractor reserves the right to suspend or terminate the access of an Authorized User to the Tyler Software if Contractor reasonably determines that the Authorized User has violated the terms and conditions of this Agreement and/or the Terms of Service. Contractor will notify AOC in writing in the event of any such suspension or termination and, where practicable, Contractor will provide AOC notice of Contractor's intent to suspend or terminate so that AOC may attempt to cure the Authorized User's violation.

E. **Professional Services**

i. **Services**

Contractor will provide AOC the various implementation-related services described in Exhibit A. Exhibit A contains, and Exhibit A describes, the scope of services and any related costs (including programming and/or interface estimates) required for the project based on Contractor's understanding of the applicable specifications supplied by AOC. If additional services are required, either based on AOC's use of the Tyler Software or express request to Contractor, Contractor will provide AOC with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

ii. **Cancellation**

Contractor makes all reasonable efforts to schedule Contractor's personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if AOC cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Contractor), and Contractor has incurred non-refundable expenses on AOC's behalf, Contractor reserve the right to seek reimbursement of those expenses from AOC.

iii. **Services Warranty**

Contractor will perform the services in a professional manner, consistent with industry standards. In the event Contractor provides fee-based services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to AOC.

iv. **Site Access and Requirements**

At no cost to Contractor, AOC agrees to provide Contractor with free access to AOC's personnel facilities, and equipment as may be reasonably necessary for Contractor to perform under this Agreement, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by AOC and Contractor.

v. **AOC Assistance**

AOC acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of AOC's personnel. AOC agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement and providing Contractor with a copy of all applicable rules governing online dispute resolution. If no such rules are in effect as of the Effective Date, AOC agrees to use reasonable efforts to promptly adopt guidelines and obtain any necessary legislative or other rules governing online dispute resolution.

Contractor will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by AOC's personnel to provide such cooperation and assistance (either through action or omission). AOC agrees to notify AOC's Authorized Users of

the availability of the Tyler Software for their use, and to use reasonable efforts to engender broad public awareness within the impacted community. To the extent AOC is integrating the Tyler Software with AOC' s case management system, AOC agrees to provide the necessary infrastructure, including servers, data storage, and networks to send and receive data and to store documents created through the Tyler Software within AOC's case management system.

F.   Exclusive Provider

AOC and Contractor agree that Contractor shall become the exclusive provider for AOC for online dispute resolution services for debt and money due cases and eviction cases involving collection of monies due, for the term of this agreement.

5) COMPENSATION

i.   Payment: The total compensation under this Software Subscription and Maintenance Agreement shall not exceed **$150,000** including New Mexico gross receipts tax through June 30, 2021. An additional $150,000, including New Mexico gross receipts tax, shall be due upon each annual renewal of this Software Subscription and Maintenance Agreement, unless otherwise mutually agreed to in writing. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

ii.   Payment in the amount of $150,000 shall be made to Contractor upon execution of this Software Subscription and Maintenance Agreement. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. Contractor agrees to submit the full payment invoice within fifteen (15) days of the execution of this contract.

iii.   Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s). Subject to applicable law, the parties acknowledge and agree that local state court fees are not subject to New Mexico's gross receipts tax. Subject to applicable law, the parties acknowledge and agree that the professional services contemplated under this Agreement and rendered by Contractor to AOC are subject to New Mexico's gross receipts tax.

Contractor and any and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the AOC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6) TERM

Unless sooner terminated as set forth herein, the term of this Agreement shall commence on June 1, 2020, and shall continue through June 30, 2021. Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless either party provides

written notice of its intent to not renew this Agreement at least sixty (60) days prior to the expiration of the then-current term. This Agreement may be terminated pursuant to Paragraph 7 (*Termination*), or Paragraph 8 (*Appropriations*). In accordance with Section J 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

7) TERMINATION

A. This Agreement may be terminated by either party for Cause; provided however, that such party follows the procedures set forth in Paragraph 18 (*Dispute Resolution*). As used in this Paragraph 7, "*Cause*" means either: (1) a material breach of this Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach; or (2) breach of Paragraph 23 (*Confidentiality*). This Agreement may be terminated immediately upon written notice to the Contractor if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management** Upon expiration or termination of this Agreement, AOC's and its Authorized Users' right to access and use Tyler Software shall immediately terminate, AOC and its Authorized Users shall immediately cease all use of Tyler Software, and each party shall return and make no further use of any confidential information (as defined in Paragraph 23 (*Confidentiality*)), materials, or other items (and all copies thereof) belonging to the other party. Notwithstanding the foregoing, AOC and its Authorized Users may continue to use Tyler Software, subject to written notice and AOC's payment of applicable subscription fees, in order to resolve any Authorized Disputes that were opened prior to any expiration or termination for a period not to exceed forty-five (45) days from the date of expiration or termination (*Completion Period*). In the event that AOC utilizes the Completion Period, the obligations in this Paragraph 7(8) related to the return of confidential information and Case Data will apply after the end of the Completion Period, as applicable. Contractor may destroy or otherwise dispose of any Case Data in its possession unless Contractor receives, no later than ten (10) days after the effective date of the expiration or termination of this Agreement (or the end of the Completion Period, if applicable), a written request for the delivery to AOC of the then-most recent back-up of the Case Data. Contractor will use reasonable efforts to deliver such Case Data back up to AOC within thirty (30) days of its receipt of such a written request. AOC shall pay all reasonable expenses incurred by Contractor in returning Case Data to AOC.

8) APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. In the event of termination under this Paragraph, AOC will pay Contractor for all undisputed fees and expenses related to the services AOC has received, or Contractor has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the process set forth in Paragraph S(iv) at the time of termination in order to be withheld at termination. AOC will not be entitled to a refund or offset of previously paid fees.

9) INDEMNIFICATION

General Indemnification: The Contractor shall defend, indemnify, and hold harmless the AOC, the State of New Mexico and its employees from all third-party actions, proceedings, claims. demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the Contractor's performance of this Agreement and if caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the AOC, the AOC shall, as soon as practicable, but no later than two (2) business days after it receives notice thereof, notify, by certified mail, Contractor except to the extent such notice is prohibited by legal process or applicable law.

10) [INTENTIONALLY OMITTED].

11) INTELLECTUAL PROPERTY INDEMNIFICATION

A. Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against AOC that alleges that all or any part of the Tyler Software, in the form supplied, or modified by Contractor, or AOC's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant or other proprietary right of any third party, AOC, upon its awareness, shall give Contractor prompt written notice thereof. Contractor shall defend, and hold AOC harmless against, any such claim or action with counsel of Contractor's choice and at Contractor's expense and shall indemnify AOC against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, AOC shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Contractor may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Tyler Software made by AOC, or any third party pursuant to AOC's directions, or upon the unauthorized use of the Tyler Software by AOC.

B. If the Tyler Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Contractor shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Contractor's sole discretion: (i) promptly replace

the Tyler Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Tyler Software to make it non-infringing; or (iii) promptly procure the right of AOC to use the Tyler Software as intended.

12) MAINTENANCE AND SUPPORT

For the term of this Agreement, Contractor will provide maintenance and support services for the Tyler Software under the Maintenance and Support Terms. If subscription fees are not timely paid, the Maintenance and Support Terms do not apply

13) INTENTIONALLY OMITTED

14) CHANGE MANAGEMENT

A. Changes

Contractor may only make changes or revisions within the Scope of Work as defined by Exhibit A after receipt of written approval by the AOC Information Technology Project Manager. Such change may only be made to Tasks as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. deliverable requirements, as outlined in Exhibit A;
2. due date of any Deliverable, as outlined in Exhibit A;
3. compensation of any Deliverable, as outlined in Exhibit A;
4. agreement compensation, as outlined in Paragraph 5; or
5. agreement termination, as outlined in Paragraph 7.

B. Change Request Process

In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the AOC Information Technology Project Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The AOC Information Technology Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum often (10) Business Days of receipt of the Change Request. All decisions made by the AOC Information Technology Project Manager are final. Change Requests, once approved, become a part of the Agreement, and become binding as a part of the original Agreement.

15) DEFAULT/BREACH

Subject to the limitation of liability in Paragraph 17, in case of default and/or breach by the

Contractor of this Agreement, the AOC and the State of New Mexico may seek to hold the Contractor responsible for any resulting direct damages, and the AOC and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

16) EQUITABLE REMEDIES

Each party acknowledges that its failure to comply with any provision of this Agreement may cause the other party irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy and each party consents to the other party seeking to obtain from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. A party's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of. any other remedy that party may have under applicable law, including, but not limited to, monetary damages.

17) LIMITATION OF LIABILITY

CONTRACTOR'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TOTAL FEES PAID TO CONTRACTOR UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, 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. THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

18) DISPUTE RESOLUTION

The AOC agrees to provide Contractor with written notice within thirty (30) days of becoming aware of a dispute. The AOC agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Contractor's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this Paragraph shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedures.

19) ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

20) STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21) SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC. The Permission to Subcontract Request Form, attached as Exhibit B, must be fully executed prior to subcontracting

22) RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

23) CONFIDENTIALITY

All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

24) [INTENTIONALLY OMITTED]

25) CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through I0-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

26) RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time,

nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, OFA and the New Mexico State Auditor's Office. The AOC shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments. Any such audit shall be conducted at Contractor's principal place of business following not less than twenty-four hours' notice to Contractor and shall be conducted at AOC's sole expense. Contractor shall have the right to exclude from such audit any confidential information or trade secrets not otherwise required to be provided to AOC under this Agreement.

27) AMENDMENT

A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto and all other required signatories.

B. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

28) MERGER

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29) PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

30) EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

31) APPLICABLE LAW

The laws of the State of New Mexico, including applicable U.S. federal laws, shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-t (G) NMSA t 978 or

a U.S. federal court of competent jurisdiction. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico or applicable U.S. federal courts over any and all lawsuits arising under or out of any term of this Agreement.

32) WORKERS COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

33) RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments. Any such audit shall be conducted at Contractor's principal place of business following not less than twenty-four hours' notice to Contractor and shall be conducted at AOC's sole expense. Contractor shall have the right to exclude from such audit any confidential information or trade secrets not otherwise required to be provided to AOC under this Agreement

34) INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35) ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36) NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC:

Administrative Office of the Courts
Attention: Celina Jones
237 Don Gaspar, Room 25
Santa Fe, NM 87501

To the Contractor:

Tyler Technologies, Inc.
Attention: Chief Legal Officer
One Tyler Drive

Yarmouth, ME 04096

With copy to:

Tyler Technologies, Inc.
Attention: Legal Department
510 I Tennyson Parkway
Plano, TX 75024

37) AUTHORITY

If Contractor is other than a natural person, the individual(s} signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

38) THIRD PARTY PRODUCTS

Twilio Acceptable Use Policy.

Certain functionality in your Tyler Software, including the SMS Functionality described in Exhibit A, is provided in part by a Third-Party Developer, Twilio. AOC's rights, and the rights of any of AOC's end users, to utilize said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. Tyler hereby disclaims any and all liability related to AOC's or AOC's end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

39) CERTAIN DEFINITIONS

1. *Agreement* means this Software Subscription License and Professional Services Agreement.

2. *Authorized Dispute* means a dispute that falls within the authorized dispute type or types, such as the nature of the dispute and/or the nature of the parties to the dispute, as set forth in the Investment Summary and/or Exhibit A (as may be applicable).

3. *Authorized User* means (i) AOC's employee or authorized contractor; (ii) the parties, their respective counsel, and/or their respective agent(s) affiliated with an Authorized Dispute; and/or (iii) a third-party neutral provided by AOC or requested by AOC in connection with an Authorized Dispute; so long as, in each case, that user has been assigned unique credentials to access the Tyler Software and registered online to access and use the Tyler Software to file and/or process an Authorized Dispute.

4. *Case Data* means data pertaining to a specific Authorized Dispute that an Authorized User has entered into the Tyler Software. It includes, but is not limited to, Information about the parties involved in the Authorized Dispute, proceeding-specific documentation, and/or communications between Authorized Users.

5. *Configuration Data* means data AOC enters, or that Contractor enters on AOC's behalf, to configure the Tyler Software, including but not limited to establishing user accounts, customizing screen layouts, and defining custom fields. Configuration Data does not include

Case Data or Usage Data.

6. **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to AOC, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Documentation.

7. **Developer** means a third party who owns the intellectual property rights to Third Party Software.

8. **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provide or otherwise make available to AOC, including instructions, user guides, manuals and other training or self-help documentation.

9. **Effective Date** means the date both parties sign this Agreement.

10. **Force Majeure** means an event beyond the reasonable control of AOC or Contractor, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by AOC or Contractor.

11. **Investment Summary** means the agreed upon cost proposal for the software, products, and services attached as Exhibit C.

12. **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of Contractor's Invoicing and Payment Policy is attached as Exhibit D.

13. **Maintenance and Support Terms** means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers, as set forth at Exhibit E

14. **Support Call Process** means the support call process applicable to all of Contractor's customers who have licensed the Tyler Software. A copy of Contractor's current Support Call Process is attached as Schedule I to Exhibit E.

15. **SLA** means the service level agreement, a copy of which is attached hereto as Schedule 2 to Exhibit E.

16. **Tyler Software** means Contractor's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and/or Exhibit A, and licensed by Contractor to AOC through this Agreement.

17. **Usage Data** means metadata and raw data accumulated by the Tyler Software, including but not limited to the frequency of access, proceeding duration, aggregate uploaded information volume, and information tracked or trackable through cookies or similar methods in order to make the software accessible to and usable by the Authorized Users.

EXHIBIT A – Scope of Work

All work listed within Exhibit A will be applied to then existing most current version of Modria.

Task Item	Description	Schedule
1	Adding SMS Functionality to Modria. Allowing text messages to be sent through Modria to invite parties to participate in their authorized disputes as well as receive status updates on said authorized disputes.	July 2020
2	Send the complaint to Modria from Odyssey based on the Document Case Event Type selected in the configuration.	July 2020
3	Add a text field to the acknowledgment page for the parties to enter their name when they are acknowledging the court terms/guidelines	July 2020
4	Change current invite emails including the option of adding a link to an instructional video/document.	July 2020
5	Ability to use central email address. Functionality will work as pictured in Exhibit Figure 1.	June 2020
6	Add the functionality for either the Plaintiff or Defendant to make first offer/proposal.	June 2020
7	Add the functionality for the Plaintiff to offer a payment plan in first offer.	September 2020
8	Add explanation of Mediator, with additional verbiage on the screen or in the help section.	July 2020
9	Add the option to request a mediator on one or two screens for each party.	August 2020
10	Add additional instructions for Parties on how to use Mediation screens, with additional verbiage on the screen, more help information and/or a link to a brief instructional video or document.	July 2020
11	Ability to handle multiple Plaintiffs and/or Defendants on a dispute that result in a single settlement agreement for all defendants, owing a single dollar amount.	Quarter 4 - 2020
12	Add additional language to the payment screen to pay by check/ money order, and to receive payment receipt.	September 2020
13	Add the ability for parties to request an extension that will be approved by a Court Admin in Modria.	Yes – Date pending further conversation on details.
14	Change language in Agreement document(s)	July 2020
15	Add additional verbiage on the screen or in the help section for better explanations.	July 2020

Figure 1 – Example screenshots for the flow of task 6
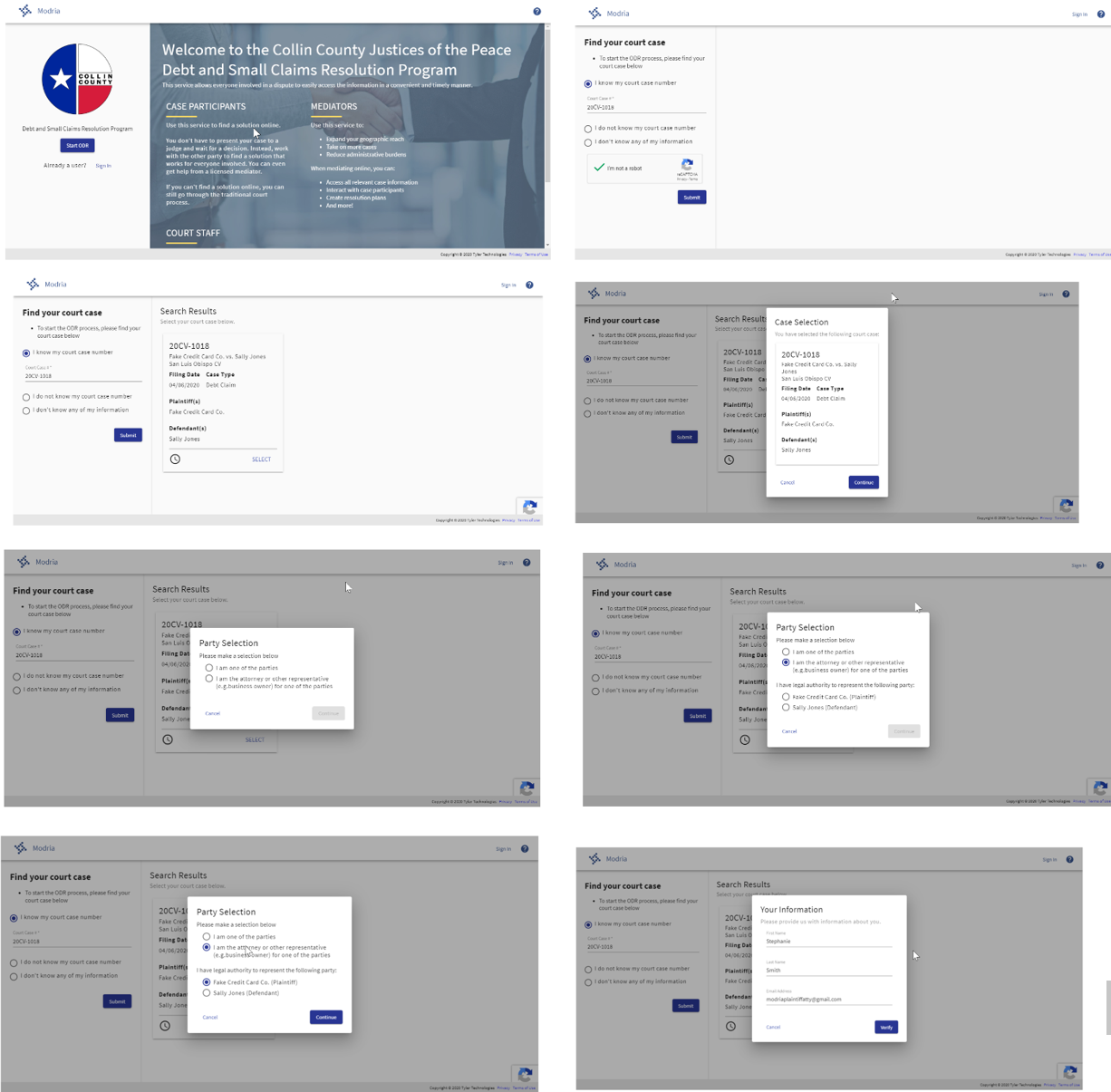
Contract ID#_____

EXHIBIT B-PERMISSION TO SUBCONTRACT REQUEST FORM

Contract Name or Number:
Contractor Name:
Contractor Address:
Contractor Contact Name and Title:
Email: I Ph:
I
Subcontractor Name:
Subcontractor Address:
Subcontractor Contact Name and Title:
Email: Ph:

Line No.	Description of Work or Deliverable to be Performed by Subcontractor

This "Permission to Subcontract Request Form" does not create an employment or contractual relationship between the Subcontractor and the New Mexico Department of Transportation. The Contractor shall have full control over the conduct and performance of the Subcontractor. The Contractor is responsible for any compensation to be paid to the Subcontractor.

Request Approved _____   Request Denied _____

_____   _____
Contract Manager   Date

_____   _____
Contract   Date

EXHIBIT C – INVESTMENT SUMMARY

Investment Summary	
Software Subscription and Maintenance	
Modria - Online Dispute Resolution - Annual Fee* Case Types Debt Money Due Eviction cases involving collection of monies due *Includes unlimited cases for case types listed above	
Total Annual Cost	**$150,000**

EXHIBIT D - INVOICING AND PAYMENT POLICY

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoice Disputes. If AOC believes if any delivered software or service does not conform to the warranties in this Agreement, AOC will provide Contractor with written notice within ten (10) days of AOC's receipt of the applicable invoice and/or report. The written notice must contain reasonable detail of the issues AOC contends are in dispute so that Contractor can confirm the issue and respond to AOC's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in AOC's notice. Contractor will work with AOC as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in AOC's notice. AOC may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor complete the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of AOC's failure to complete the items agreed to be done by AOC, then AOC will remit full payment of the invoice. Contractor reserve the right to suspend delivery of all services, including maintenance and support services, if AOC fails to pay an invoice and/or report that is not disputed as described above within fifteen (15) days of notice of Contractor's intent to do so.

Expenses. The fees set forth in the Investment Summary do not include travel expenses, as Contractor's standard implementation approach does not require services to be performed on site. If AOC requests that Contractor perform onsite services, Contractor will provide AOC with a quote for the estimated additional costs and a copy of Contractor's then-current Business Travel Policy. Contractor will not perform onsite services until AOC has approved the quote. Contractor will bill AOC for actual expenses incurred in accordance with Contractor's Business Travel Policy.

Payment. Where fees are invoiced to AOC, payment for undisputed invoices is due within forty-five (45) days of the invoice date. Contractor prefers to receive payments electronically. Contractor 's electronic payment information is:

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

ABA: 121000248   Account: 4124302472

Beneficiary: Tyler Technologies, Inc. - Operating

EXHIBIT E MAINTENANCE AND SUPPORT TERMS

Contractor will provide AOC with the following maintenance and support services for the Tyler Software for the term of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Tyler Responsibilities**

1.1 Perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if AOC or AOC's Authorized Users modify the Tyler Software without Contractor's consent, Contractor's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

1.2 Provide support during Contractor's established support hours;

1.3 Maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;

1.4 Keep AOC's production environment on the then-current version or immediately prior version along with the appropriate documentation that Contractor make generally available without additional charge; and

1.5 Provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Contractor's then-current release lifecycle policy; and

1.6 provide help desk services to Authorized Users as set forth in Contractor's then-current terms of service. Those terms will be provided to Authorized Users in the form of a click-thru agreement.

2. **Client Responsibilities**

2.1 To log a Defect according to the Support Call Process, AOC must provide Contractor initially or supplement within a commercially reasonable timeframe, enough information that allows Contractor to confirm and/or recreate the Defect; and

2.2 AOC agrees to establish an internal help desk or its equivalent with subject matter experts on the Tyler Software, AOC's infrastructure, and AOC's business processes for AOC's internal users. AOC agrees to filter internal issues through AOC's help desk to eliminate any issues that are unrelated to the Tyler Software, including but not limited to issues related to AOC's infrastructure, AOC's custom configurations and business processes, and/or data problems not caused by the Tyler Software. Any technical or other issue for which AOC requests services, but which is not a Defect, shall be treated as a request for other services.

3. **Hardware and Other Systems**

If, in the process of diagnosing a software support issue, it is discovered that one of AOC's peripheral systems or other software is the cause of the issue, Contractor will notify AOC so that AOC may contact the support agency for that peripheral system. Contractor cannot support or maintain third party products except as expressly set forth in the Agreement.

4. **Other Excluded Services**

The License and Maintenance fee does not include (a) onsite maintenance and support (b) maintenance and support of an operating system or hardware; or (c) support outside Contractor's normal business hours as listed in Contractor's then-current Support Call Process. Requested services such as those outlined in this section will be billed to AOC on a time and materials basis at Contractor's then current rates. AOC must request those services with at least one (1) weeks' advance notice.

5. **Current Support Call Process**

Contractor's current Support Call Process for the Tyler Software is attached to this Agreement. For the avoidance of doubt, this Support Call Process applies only to the AOC; AOC's Authorized Users are not authorized to contact the Tyler Help Desk except as provided herein.

Exhibit E
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
(2) Program Updates – where development activity is made available for client consumption
(3) Tyler University –online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 7 AM to 7 PM Central Time (Monday – Friday). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking
very support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority
Each incident is assigned a priority level, which corresponds to the definitions below. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions It is critical that an incident is assigned the appropriate priority to facilitate the accounting of the SLA requirements. If, in Tyler's reasonable discretion, the client has not correctly set the priority of the incident per the chart, Tyler may assign a different priority, using the chart below. Tyler will notify the client of its intent to do so.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Exhibit E
Schedule 2

SERVICE LEVEL AGREEMENT

I. <u>**Agreement Overview**</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Tyler Software. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software 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 the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

      a.   <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide 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.   <u>Our Responsibilities</u>

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

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

      c.   <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you directly 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 per quarter will not exceed 5% of one quarter of the then-current subscription fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the subscription fee for the next billing cycle, except where fees are payable per transaction by Authorized Users, in which case we will issue payment to you, as set forth above. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99.5%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter'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. We perform 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, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V.   Force Majeure

You will not hold us responsible for not 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, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Signed by the parties on the dates indicated:

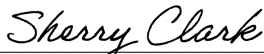**STATE OF NEW MEXICO**
ADMINISTRATIVE OFFICE OF THE COURTS

_____   ___05/08/2020_____
Director   Date

CONTRACTOR: TYLER TECHNOLOGIES, INC.

___*Sherry Clark*_____   ___5/8/2020_____
Authorized Signatory   Date

Printed Name and Title: Sherry Clark, Sr. Corporate Attorney

_____

THE FOLLOWING IS NOT A SIGNATORY TO THIS AGREEMENT

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

New Mexico Tax ID Number: 03-034875-00-7

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract

*Ann Marie Lucero*_____   ___5/13/2020_____
Taxation and Revenue Department   Date