

Welcome to the online services of Tyler Technologies, Inc. and the State of South Dakota. Please read this Agreement carefully. It governs Your access to and use of the Odyssey File & Serve application through the Tyler Internet Site. Your use of the Tyler Internet Site and/or other Tyler Services or Tyler Technology is conditioned upon Your acceptance of this Agreement. By clicking on the "I Accept" button, You agree to be legally bound by all of the terms and conditions of this Agreement. If You are acting as an employee, You represent and agree that this Agreement shall bind Your employer and that You are authorized to do so. As used in this Agreement, "You" or "Your" includes You and Your employer.

Section 1. Definitions

Section 2. License; Restrictions on Use

Section 3. Access to the Tyler Internet Site

Section 4. Limitations on Use

Section 5. Fee Schedule

Section 6. Proprietary Rights

Section 7. Disclaimers and Limitations

Section 8. Your Warranties and Indemnification

Section 9. Limitations of Liability

Section 10. Arbitration

Section 11. Miscellaneous

Section 1. Definitions

The following terms have the meanings set forth below when used in this Agreement:

"Authorized User" means You and any of Your employees, agents, independent contractors or consultants who agree to be bound by the terms and conditions of this Agreement and who are authorized or otherwise designated or permitted by You to access and use the Tyler Services pursuant to the License.

"E-Document" refers to any document or discrete compilation of text and/or graphical information in electronic form suitable for submission into the Odyssey File & Serve program.

"Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Tyler for the Tyler Services.

"Fee Schedule" means Tyler's current Fee Schedule for use of the Tyler Services, as may be altered or amended from time to time by Tyler.

"Information" means the records, data, databases, documents, materials, and other information accessible through the Tyler Services.

"License" means the limited license granted to You under this Agreement.

"Proprietary Rights" means any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

"Third Party Content" means any content, records, data, documents, materials, or other information supplied to Tyler pursuant to an agreement with a third party for inclusion as part of, or for use with, the Tyler Services.

"Tyler" means Tyler Technologies, Inc. and its operating units and divisions.

"Tyler Internet Site" means the Tyler Web sites (and all Enhancements thereto) located at <https://clientname.tylerhost.net> with such other Web sites owned or maintained by Tyler and its affiliates from time to time.

"Tyler Services" means, collectively, Tyler's Odyssey File & Serve Application and any related services made available by Tyler to You and any Authorized User from time to time.

"Tyler Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products, Proprietary Rights, or other technology and materials of any kind, or any Enhancement thereto, used by Tyler in connection with the performance of the Tyler Services or made available by Tyler to You, any Authorized User or any third party through the Tyler Internet Site.

"Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity, including, without limitation, any bulk reselling involving any aspect of the Tyler Services, the Tyler Internet Site or Information that is not expressly authorized under this Agreement or otherwise in writing by Tyler.

"User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the Tyler Services.

2.1 License.

Subject to the restrictions and limitations set forth in this Section 2 and elsewhere in this Agreement, Tyler hereby grants to You a nonexclusive, nontransferable, limited license to do the following during the term of this License: (a) enable Your Authorized Users to access and use the Tyler Services subject and according to the terms of this Agreement solely for Your internal use in the regular course of Your business; and (b) subject to any applicable third party rights or restrictions of law, reproduce portions of the Information for use in connection with the rights granted under (a) above and provide portions of the Information to Your customers and clients, provided that such Information is provided as an incidental part of, and ancillary to, the other services You provide Your clients or customers.

2.2 General Restrictions and Limitations.

Paragraph 2.1 sets forth the entirety of Your right to access and use the Tyler Services. The License does not include the right to, and You shall not directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Tyler Services; (b) modify or create any derivative work based upon any Tyler Technology, Information or Third Party Content; (c) engage in, permit or suffer to continue any bulk copying or bulk distribution of the Information or store the Information in a searchable database; (d) grant any sublicense or other rights under the License; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Tyler Technology; (f) remove, obscure or alter any Proprietary Rights notice related to the Tyler Internet Site, the Tyler Services, the Tyler Technology or any Third Party Content; or (g) engage in, assist, permit or suffer to continue any Unauthorized Use by any person or entity. You shall ensure, through proper instructions and enforcement actions, that all access to and use of the Tyler Services and the Information obtained by You, or otherwise through Your facilities, equipment, identifiers or passwords, shall conform to this Agreement and shall be made and used solely for proper and legal purposes, and shall be conducted in a manner that does not violate any law or regulation, the rights of any third party, court orders or Tyler's policies. Without limiting the foregoing, to the extent that Information is transmitted through the Odyssey File & Serve application, You and Your Authorized Users access to and use of the Information shall comply with all applicable legal requirements and applicable rules of court procedure.

2.3 No Attorney-Client Relationship.

The Tyler Services do not constitute or contain legal advice, nor are they intended to be by Tyler. Tyler is not engaged in the practice of law or in providing legal services. Use of the Tyler Services may require the application of professional expertise and judgment, for which You should consult a competent attorney licensed to practice in the appropriate jurisdiction.

2.4 Third Party Content, Software and Services.

The License as it relates to any Third Party Content, software or services is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Third Party Content, software or services. Tyler's agreements with such third parties may require Tyler to deny or otherwise restrict Your access to certain Third Party Content, software or services available through the Tyler Services. All such Third Party Content restrictions are incorporated herein by reference, and You shall comply with all such restrictions. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY THIRD PARTIES, THE THIRD PARTY TERMS AND CONDITIONS SHALL APPLY.**

Section 3. Access to the Tyler Internet Site

3.1 Equipment, Services and Facilities.

You are solely responsible for providing, installing and maintaining at Your own expense all equipment, facilities and services necessary to access and use the Tyler Services, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

3.2 Password.

Each Authorized User shall be issued or otherwise assigned User Identification to access and use the Tyler Services. You are solely responsible for tracking the User Identifications to specific Authorized Users and for ensuring the security and confidentiality of all User Identifications. You acknowledge that You are fully responsible for all liabilities incurred through the use of any User Identification and that any transaction under a User Identification shall be deemed to have been performed by You. You shall immediately notify Tyler of any unauthorized use of any User Identification or any other breach of security known to You. Use of any User Identification other than as provided in this Agreement shall be considered a breach of this Agreement by You.

3.3 Hours of Operation; Scope of Tyler Services.

Tyler reserves the right at any time and without prior notice to You to change the Tyler Services' hours of operation or to limit Your access to the Tyler Services in order to perform repairs, make modifications or otherwise as a result of circumstances beyond Tyler's reasonable control. Tyler may add or withdraw products or services to or from the Tyler Services from time to time. You acknowledge that Tyler has no obligation to maintain or provide any Enhancements to the Tyler Services.

3.4 Privacy Statement.

Tyler believes strongly in protecting user privacy and providing You with notice of Tyler's collection and use of data, including personal identifying information, collected on the Tyler Internet Site. Please refer to the Tyler Privacy Statement for information regarding how Tyler uses and collects information.

4.2 "As Is".

You agree that Your access to and use of the Tyler Services, the Odyssey File & Serve program and the content available through the Odyssey File & Serve programs is on an "as-is" basis.

Section 5. Fee Schedule

5.1 Payment Terms.

Unless You and Tyler separately agree to different payment terms, You shall pay for the fees, charges and other amounts for Your and Your Authorized Users' use of the Tyler Services by credit card. When You register for the Tyler Services, You will be prompted to enter Your credit card information. Tyler accepts MasterCard, Visa, Discover and the American Express Card.

5.2 Suspension of Services.

If You fail to pay any amount under this Agreement when due, in addition to any other remedies available at law or in equity, Tyler shall have the right, in its sole discretion, to immediately suspend the License and You and Your Authorized Users' access to and use of the Tyler Services.

Section 6. Proprietary Rights

6.1 Ownership.

The Odyssey File & Serve program, Tyler Internet Site, Tyler Technology, and Tyler Services, and all associated Proprietary Rights therein, constitute the sole and exclusive property of Tyler and is protected by applicable intellectual property laws. Nothing in this Agreement shall be deemed to vest in You or any other third party (including any Authorized User) any ownership interest or other intellectual property right in and to the foregoing. Any Authorized User hereunder is obtaining limited license rights only.

6.2 Protection of Proprietary Rights.

You shall not infringe or violate, and shall take appropriate steps and precautions for the protection of, Tyler's Proprietary Rights in and to the Odyssey File & Serve, the Tyler Internet Site, any Tyler Technology, and any Tyler Services. Without limiting the generality of the foregoing, You shall (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; and (b) not make the Tyler Services, the Tyler Internet Site, the Tyler Technology or Third Party Content available to any third party without the prior written consent of Tyler. You shall immediately notify Tyler of any Unauthorized Use that comes to Your attention and cooperate with Tyler to investigate and prevent the same. In the event of any Unauthorized Use relating to Your activities, any Authorized User or any of Your representatives, You shall take all steps reasonably necessary to terminate such Unauthorized Use.

6.3 Infringer Policy.

Tyler respects the intellectual property of others, and expects its users to do the same. Tyler may, in appropriate circumstances and at its own discretion, limit access to the Tyler Internet Site and/or terminate your account if You or any of Your Authorized Users' infringe the intellectual property rights of others. Any person who believes that any Information available through the Tyler Internet Site infringes upon any copyright owned or controlled by such person, or that any link on the Tyler Internet Site directs users to another Web site that contains such infringing material, may file a notification of such infringement with our Designated Agent. Please see the Copyright Policy and Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement located at <http://www.tylertech.com/terms>.

7.1 Assumption of Risk; Responsibility to Verify.

You acknowledge that Tyler does not verify the completeness, propriety, timeliness or accuracy of any Information or Third Party Content available through the Tyler Internet Site. Tyler does not control the contents of any Information and shall not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information. Tyler may provide from time to time links from the Tyler Internet Site to other Web sites that are not controlled by Tyler and are not related to the Tyler Services. Tyler is providing these links only as a convenience, and no such link implies an affiliation, endorsement, or adoption by Tyler of the linked Web site or any Information, services or products obtained through such links. You acknowledge that by providing the Information and the Tyler Services, Tyler does not underwrite or assume any of the risks of Your business or activities. **IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD PARTY CONTENT OBTAINED THROUGH THE TYLER INTERNET SITE WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.**

7.2 NO REPRESENTATIONS OR WARRANTIES.

ODYSSEY FILE & SERVE, THE LICENSE, TYLER SERVICES, THE TYLER INTERNET SITE, TYLER TECHNOLOGY, INFORMATION AND ALL SOFTWARE, SERVICES AND OTHER ITEMS PROVIDED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TYLER AND THE PROVIDERS OF THIRD PARTY CONTENT DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE TYLER SERVICES, THE TYLER INTERNET SITE, TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF TYLER UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

7.3 Third Party Content, Software and Services.

Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of Tyler and Your remedies with respect to any Third Party Content, software or services shall be limited to whatever recourse may be available against the third party provider of such Third Party Content, software or services and ARE SUBJECT TO ALL RESTRICTIONS AND OTHER LIMITATIONS AS MAY BE DISPLAYED IN OR REFERENCED BY SUCH THIRD PARTY CONTENT, SOFTWARE OR SERVICES.

Section 8. Your Warranties and Indemnification

8.1 Warranty.

In addition to any warranties set forth elsewhere in this Agreement, You warrant to Tyler that the performance of Your obligations and Your and Your Authorized Users' access to and use of the Tyler Services shall not violate any third party rights or any applicable laws, rules or regulations.

8.2 Indemnification.

You shall defend, indemnify and hold harmless Tyler, and its directors, officers, employees, owners and agents from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties or any other provision of this Agreement; (b) any damage arising from causes beyond the control or without the fault or negligence of Tyler; (c) any use by You or Your Authorized Users, customers or clients of the Information, Third Party Content, or any other software, services or other items provided under this Agreement.

Section 9. Limitations of Liability

9.1 Force Majeure.

Neither party shall be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party). This paragraph shall not apply to any payment obligation of either party.

9.2 No Consequential Damages.

NEITHER TYLER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD PARTY CONTENT SHALL BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS, CUSTOMERS OR CLIENTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) WHETHER OR NOT CHARACTERIZED BY NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, THE LICENSE, TYLER SERVICES, THE TYLER INTERNET SITE, THE TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF TYLER TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE BY TYLER.

9.3 Limitation of Liability.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TYLER WITH REGARD TO THE LICENSE, TYLER SERVICES, INFORMATION AND ANY OTHER ITEMS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY YOU TO TYLER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM. YOUR RIGHT TO MONETARY DAMAGES UP TO THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU OR YOUR AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

Section 10. Arbitration

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, shall be settled by arbitration that shall be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration shall be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration shall be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision shall be binding on the parties. The arbitrator shall not be empowered to award punitive damages to either party. The arbitrator shall be a person from South Dakota and the arbitration hearing shall be held in South Dakota. The cost of arbitration shall be borne equally by the parties unless the arbitrator makes a final determination, which determination shall be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to the arbitration, in which event the non-prevailing party shall bear all costs related to the arbitration. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

Section 11. Miscellaneous

11.1 Modifications.

This Agreement may be amended by Tyler from time to time by Tyler posting on the Tyler Internet Site an amended Agreement or other notice of the amendments. Latest revision dates are indicated at the

top of the document. Continued use of the Tyler Internet Site following the fifteenth day after such posting shall constitute acceptance of the change. If You do not accept the amended terms, You must cease using the Tyler Services.

11.2 Assignment.

This Agreement, and the License granted hereunder, may not be assigned by You to any third party. Subject to the foregoing, this Agreement shall bind and benefit the parties and their respective successors and assigns.

11.3 Nonwaiver.

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

11.4 Termination.

Notwithstanding any of these terms and conditions, Tyler reserves the right, without notice and in its sole discretion, to terminate Your License, and to block or prevent future access to and use of the Tyler Services.

11.5 Severability.

This Agreement shall be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision shall be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability shall not affect any other provision of this Agreement.

11.6 Questions and Contact Information.

General questions or comments about the Tyler Internet Site or the Tyler Services may be directed to Tyler's Customer Service by e-mail at efiling.support@tylertech.com or by postal mail at Tyler Technologies, Inc., 6500 International Parkway, Plano, TX 75093.

11.7 Applicable Law; Jurisdiction and Venue.

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Dakota, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor shall not apply to this Agreement.

11.8 Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and this Agreement replaces and supersedes any prior verbal understandings, written communications or representations on the subject matter hereof.