

MEMORANDUM OF UNDERSTANDING
REGARDING A HAYS COUNTY PARKING MOBILITY PROGRAM

This Memorandum of Understanding Regarding a Hays County Parking Mobility Program is hereby made by and among Hays County, a political subdivision of the State of Texas (hereinafter “the County”), which has a primary address at 111 East San Antonio Street, Suite 300, San Marcos Texas 78666 and Access Empowerment, a Texas domestic nonprofit corporation (hereinafter “Access”), which has a primary place of business at 3800 North Lamar Blvd, Suite 730-175, Austin, Texas 78756. The parties cited above are hereinafter collectively referred to as “the Parties” or “the Parties to this MOU.” The Parties agree as follows:

ARTICLE I. RECITALS.

WHEREAS, parking for people with disabilities (“Disabled Parking”) is an essential factor for mobility and access to public and private resources for people with disabilities around Hays County; and

WHEREAS, Disabled Parking abuse is the number one issue facing Texans and Hays County residents with disabilities;

WHEREAS, Access has developed and is further developing a program tailored to promote awareness of unlawful use of Disabled Parking and prosecution of violators who unlawfully use these parking spaces (hereinafter “Parking Mobility Program” or “the Program”); and

WHEREAS, the County, via its Commissioners Court, has officially expressed a desire to assist Access in the development and operation of this Parking Mobility Program; and

WHEREAS, the County has human resources, departments, and programs that are particularly suited to assist Access with development and operation of the Parking Mobility Program; and

WHEREAS, the County has departments and programs that have, as part of their core missions, the goal of pursuing violators of all crimes, including the sorts of crime being exposed by the Parking Mobility Program;

NOW THEREFORE, the Parties agree as follows:

ARTICLE II. COUNTY OBLIGATIONS.

2.1 The County shall dedicate its human resources, including but not limited to the Information Technology Department, the Criminal District Attorney’s Office, the County Judge’s Office, various offices of Hays County Justices of the Peace, and the Hays

County Sheriff's Office, to cooperating with Access for the development of a Parking Mobility program in Hays County.

- 2.2 The County shall seek participation in the Parking Mobility program by other local government entities within Hays County, specifically municipalities. The County shall facilitate participation by other local governmental entities by executing Interlocal Agreements with those entities, providing for a designated share of the County's proceeds from the Program.
- 2.3 As a preliminary step in developing the Program, the County's Information Technology Department shall coordinate with Access representatives to integrate its technology and other materials that would be used in the Program into the County's existing criminal justice software.
- 2.4 As an intermediate step in developing the Program, the County shall coordinate with Access to identify and establish the procedure by which a citation issued under the Program will proceed toward final resolution. On a temporary basis, for the benefit of quality control analysis and Program refinement, the Hays County Judge may act as the magistrate that hears all citations issued under the Program, with participation by Hays County Justices of the Peace as a permanent solution.
- 2.5 As a final step in developing the Program, the County shall coordinate with Access to recruit and train volunteers sufficient for the successful operation of the Program.
- 2.6 The County shall be diligent and exercise reasonable efforts in both the prosecution of the tickets generated by the Program as well as the collection of the resultant fines.

ARTICLE III. ACCESS EMPOWERMENT OBLIGATIONS

- 3.1 Access shall provide the County with assistance in planning, implementation, and ongoing operation of the Program at no charge, other than Access' share in the proceeds of the Program cited in Article IV, below.
- 3.2 During the planning stage(s) of the Program, Access shall assist by providing the County with any all master or conceptual plans, computer software programs, and other information that facilitates successful implementation of the Program.
- 3.3 Prior to implementation of the Program, Access agrees to provide training on its technology, policies and procedures to as many County residents as may be necessary to test the Program and subsequently operate the program by way of volunteers.
- 3.4 Access shall ensure that criminal background checks are performed for each Program volunteer, prior to that volunteer's participation in the Program. Access shall provide the County with the results of the background checks, and shall allow the County to deny and/or remove any volunteer that it determines are not suited for participation in the

Program. Pursuant to Section 4.6, below, the County shall reimburse Access for its costs in obtaining and providing these criminal background checks required by the Program. Access estimates that criminal background searches will cost \$30 per Program volunteer. Access shall be diligent and exercise reasonable efforts in minimizing this per-volunteer cost while maintaining the quality of each criminal background check.

- 3.5 During each phase of the Program, Access agrees that its officers, directors, and/or agents shall meet with agents of the County from time to time, as may be necessary for the efficient operation of the Program.

ARTICLE IV. PROCEEDS OF THE PROGRAM

- 4.1 The Parties agree that first offenders who wish to participate in an educational alternative to prosecution may elect within fifteen (15) days of the violation to voluntarily pay to the County two-hundred-and-fifty dollars (\$250.00 USD) and then successfully complete within sixty (60) days of their election an accredited online course developed by the Parties (“Pretrial Diversion”). Access shall be diligent and exercise reasonable efforts to remind said violator to complete the accredited online course in a timely fashion.
- 4.2 In the event that a violator opts for Pretrial Diversion pursuant to Section 4.1, above, then one-hundred-and-fifty dollars (\$150.00 USD) of the fee paid shall be forwarded to Access and one-hundred dollars (\$100.00 USD) shall be retained by the County.
- 4.3 In the event a violator opts for Pretrial Diversion pursuant to Section 4.1, above (and has paid the \$250 specified therein), **but** fails to complete the accredited online course in a timely fashion, the County shall treat the respective violation as any other subject to the laws of the State of Texas, including fine minimums. Under these circumstances, the County shall forward to Access the first fifty dollars (\$50.00 USD) subsequently collected by the County with respect to said violation; all other amounts collected by the County with respect to said violation shall be retained by the County. The \$50 in this Section 4.3, along with the \$150 pursuant to Section 4.2, above, shall be the complete two-hundred dollars (\$200 USD) forwarded to Access with respect to said violation.
- 4.4 In the event a violator does not or cannot opt for Pretrial Diversion pursuant to Section 4.1, above, then the County shall treat the respective violation as any other subject to the laws of the State of Texas, including fine minimums. Under these circumstances, the County shall forward to Access the first two-hundred dollars (\$200 USD) collected by the County with respect to said violation; all other amounts collected by the County with respect to said violation shall be retained by the County.
- 4.5 Within three (3) months of the Program’s implementation, the County shall begin sending monthly periodic payments to Access along with an accounting of fines and fees collected under the Program.

- 4.6 Upon the Program's implementation, Access shall send to the County monthly periodic statements accounting for the criminal background search fees related to the County's Program volunteers. The County shall reimburse to Access said criminal background search fees; provided, however, such reimbursements shall only be paid from the County's portion of the fines generated by the Program (*i.e.*, the County only reimburses said fees to the cumulative extent the County has retained fine amounts from the Program).
- 4.7 All amounts under this Article IV said to be forwarded and reimbursed by the County to Access shall be done so with the County's next periodic payment to Access pursuant to Section 4.5, above.

ARTICLE V. MISCELLANEOUS

- 5.1 *Notice.* Notice under this MOU shall be deemed sufficient if it is delivered in writing by hand delivery, facsimile, or by U.S. Mail (in which case it shall be deemed delivered three (3) days after it is deposited in the mail) sent to the following individuals at the following locations:

a) For County: Dr. Bert Cobb
Hays County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
Fax (512) 393- [REDACTED]

With a Copy to: Mark Kennedy (or successor)
Chief – Civil Division
111 E. San Antonio, Suite 204
San Marcos, Texas 78666
Fax: (512) 393-2246

b) For Access: Michael Haynes, Executive Director
Access Empowerment
3800 N. Lamar Blvd., Ste 730-175
Austin, Texas 78756
Fax: (512) 870-9353

- 5.2 *Compliance with Laws.* Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.
- 5.3 *Termination.* If any Party identifies a breach of the terms and conditions of this MOU by the other Party, the non-breaching Party shall provide Notice of said breach to the breaching Party. Breaching Party shall be given sixty (60) days to cure said breach. If breaching Party has not cured the default within sixty (60) days of receiving Notice of

breach, the non-breaching Party(ies) shall have a right to terminate this MOU by providing written Notice of termination to the breaching Party.

- 5.4 *Severability.* If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.
- 5.5 *Multiple Counterparts.* This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 5.6 *Section Headings; Exhibits.* The Section and Subsection headings used herein shall not enter in the interpretation hereof. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if set forth in full herein.
- 5.7 *Waiver by Party.* Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.
- 5.8 *Governing Law and Venue.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.
- 5.9 *Assignment.* Neither party to this Agreement may assign its duties, rights, and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.
- 5.10 *Binding Effect.* Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.
- 5.11 *Entire Agreement; Amendment.* This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

The Parties to this Memorandum of Understanding Regarding a Hays County Parking Mobility Program hereby agree to the terms and conditions cited above, as is evidenced by their authorized signatures below.

COUNTY:



Dr. Bert Cobb
Hays County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

ACCESS:

9-17-2013

Date

Michael Haynes
Access Empowerment
3800 N. Lamar Blvd., Ste 730-175
Austin, Texas 78756

Date

Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement

This Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hays County, Texas (the "Client").

WHEREAS, Client desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Client and Tyler desire to amend the terms of Client's current software maintenance and support agreement (the "Existing M&S Agreement") for the purpose of providing additional maintenance and support services.

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

- A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in and subject to the terms and conditions of this Agreement; and
- B. Tyler and Client agree to amend Client's Existing M&S Agreement by (i) adding the Software Products set forth in the table below; and (ii) increasing the Client's current annual maintenance and support fee by the amount ("Annual M&S Increase) and on the date ("Maint. Effective Date") as set forth in the table below, all on the terms and subject to the conditions of Client's Existing M&S Agreement; and
- C. This Agreement consists of this cover and signature page and the attached Terms and Conditions page.

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
Ticket Writer Connector	\$5,000	\$1,050
<small>LICENSE FEE PAYMENT TERMS</small> Net 30 in full upon contract execution.		<small>TOTAL LICENSE FEE</small> \$5,000
<small>PROFESSIONAL SERVICES</small>		<small>ANNUAL M&S INCREASE</small> \$1,050
	<small>HOURS</small>	<small>RATE/HR.</small>
		<small>T&M AMOUNT</small>
Project Management	16	\$170
Setup, Configuration, and Consulting	16	\$155
Interfaces	16	\$155
Deployment	4	\$155
Training	4	\$145
<small>TOTAL T&M SERVICES</small>		<small>MAINT. EFFECTIVE DATE</small> Upon Contract Execution
\$8,880		<small>TOTAL LIC & SERVICES</small> \$13,880

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below.

CLIENT

Bent Cobb

Authorized Signature

BENT COBB, M.D.

Name (Print)

HAYS COUNTY JUDGE

Title

9-17-2013

Date

TYLER TECHNOLOGIES, INC.

Authorized Signature

Name (Print)

Title

Date

Terms and Conditions

1. SOFTWARE PRODUCT LICENSE

1.1. **License Grant.** In consideration for the License Fee, Tyler hereby grants to Client a non-exclusive, royalty-free, revocable license to use the Software Products for Client's internal administration, operation, and/or conduct of Client's business operations by an unlimited number of users employed by Client on an unlimited number of computers and/or computer stations utilized by Client. Upon Client's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

1.2. **Restrictions.** Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Software Products or (b) sublicense, transfer, rent, or lease the Software Products or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

1.3. **Copies.** Client may make and maintain such copies of the Software Products as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Client shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

1.4. **Embedded Third Party Software.** The license grant set forth herein includes the right to use any embedded third party software, which shall be accessed and used only in accordance with the terms, conditions, and licenses imposed by the manufacturers and licensors of such embedded third party software. Tyler hereby passes through to Client all warranties granted by the owners and licensors of embedded third party software, if any.

1.5. **Title.** Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Software Products and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

2. RESPONSIBILITIES OF TYLER

For the License Fee(s) set forth in the first page hereof, Tyler shall deliver, install and/or enable Tyler proprietary Software Product on Client's equipment and perform such other obligations, including the correction of defects, as set forth in Section 6.

3. RESPONSIBILITIES OF CLIENT

In addition to the other responsibilities set forth herein, Client shall perform the following: (a) designate an employee of Client as its System Administrator; (b) provide all training of its personnel, except and to the extent this Agreement specifically requires Tyler to provide training; (c) collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product; (d) retain separate copies of records of all data entered into the computer equipment; (e) provide the computer systems into which the Software Product will be loaded; (f) install any Software Product changes or updates into the Software Product, which are supplied by Tyler in accordance with this Agreement; and (g) allow remote access by Tyler for purposes of software support via a secure Microsoft-based connection (VPN). To the extent data conversion is required, Client shall (i) deliver to Tyler legacy data in an electronic SQL, ASCII delimited, or other format requested by Tyler and (ii) provide Tyler with a basic explanation of the delivered legacy data, including data elements and relationship explanations.

4. PROFESSIONAL SERVICES

4.1. Set forth on the first page of this Agreement is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in this Agreement will be billed at Tyler's then current services rates.

4.2. In the event Client purchases professional services from Tyler for the purpose of making Software Product changes, improvements, or enhancements, any such Software Product changes, improvements or enhancements delivered there under shall be subject to the same license as set forth in Section 1 and subject to the same restrictions thereon.

5. FEES AND INVOICING

5.1. **License Fee.** Tyler shall invoice to the Client the License Fee in accordance with the payment terms set forth on the first page of this Agreement, and Client shall pay such License Fee in accordance with Section 5.4.

5.2. **Professional Services Charges.** T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 5.4.

5.3. **Expenses.** Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 5.4.

5.4. **Invoice and Payment.** Tyler shall invoice Client for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at the rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

5.5. **Taxes.** The total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sale and use tax. All such applicable cost, if any, shall be invoiced separately to client, and client shall pay the same.

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

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

6. ACCEPTANCE OF THE SOFTWARE PRODUCT

6.1. Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and the operation of any provision of this Agreement, which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Section 6,

Client's sole right and remedy against Tyler therefore shall be to require Tyler to correct the cause thereof.

6.2. Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose ("Operational Use") shall constitute Client's acceptance of the Software Product, without exception and for all purposes. Upon Operational Use, the Software Products shall then become subject to the terms and conditions of the Existing M&S Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. **Tyler Confidential and Proprietary Information** means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, operations, manuals, operating data, projections, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

7.2. **Protection of Tyler Confidential and Proprietary Information.** Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

7.3. **Judicial Proceedings.** If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

8. LIMITATION OF LIABILITY

THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED TO (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEE SET FORTH HEREIN OR THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER, WHICHEVER IS LESS, OR (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN CLIENTS EXISTING M&S AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TYLER BE LIABLE TO CLIENT FOR (A) INDIRECT, REMOTE, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) FOR ANY DAMAGES WHATSOEVER DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF TYLER, OR (C) DAMAGES RESULTING FROM THE LOSS OF USE, LOSS OR DAMAGE TO CLIENT SOURCE DATA, LOSS OF REVENUES, OR FROM LOSS OR DESTRUCTION OF MATERIALS PROVIDED TO TYLER BY CLIENT.

9. CLIENT INFORMATION

All data provided to Tyler by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. Tyler agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of Tyler and all persons not employed by Tyler.

10. DATA SECURITY

10.1. The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data, as each Client deems necessary for its operations. The term "processing" for the purpose of this Section shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disk, tapes, or other media.

10.2. The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

10.3. It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties.

11. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the state of the domicile of Client. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

Terms and Conditions

12. ENTIRETY OF AGREEMENT; AMENDMENTS

12.1. This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

12.2. This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

13. APPROVAL OF GOVERNING BODY

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.