

Agreement and Mutual Release

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is entered into as of this ____ day of April, 2022 (the "Effective Date"), between Tyler Technologies, Inc. ("Tyler"), and City of Minot, North Dakota (individually, the "Client" and collectively with Tyler, the "Parties").

WHEREAS, Tyler and Client are parties to an agreement dated August 19, 2019, as amended (hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to a Memorandum of Understanding (MOU) executed by the Parties December 16, 2021, the parties agreed to a series of options related to the continuation of the implementation of certain parts of the project scope; and

WHEREAS, the parties agree the implementation of the options indicated at Section 3(a)(i)(1) & (2) in the MOU.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Credit.** Upon execution of this Settlement Agreement, the Parties agree as follows:
 - a. Tyler shall issue to Client a credit totaling \$229,063.49. Such credit is comprised of \$145,906.65 in license, hardware, and annual support fees paid for the software included in the Payroll/Capital Management phase of the implementation; and \$83,156.84 for professional services fees paid in connection with the Payroll/Capital Management phase of the implementation.
 - b. Contemporaneous with the execution of this Settlement Agreement, Tyler and the Client shall execute an amendment to address the adjustment of scope of the implementation as shown in Attachment 1 hereto.

- 2. Mutual Release.** Except as otherwise set forth in this Settlement Agreement, and without any further action of the Parties, the Parties hereby unconditionally release and forever discharge one another and their subsidiaries or affiliated entities, subdivisions, affiliated subdivisions, officials, directors, officers, employees, agents, attorneys, insurers, and representatives, and any and all predecessors, successors or assigns thereof, from any and all potential claims, demands, obligations, judgments, orders, agreements, losses, damages, attorney's fees, expenses, liabilities or causes of action of any kind, whether known or unknown, arising out of or relating to the functionality issues for the Tyler ExecuTime Software (hereafter, "ExecuTime") as well as the activities performed or to be performed pursuant to or in connection with the ExecuTime Issue. Neither party shall bring any claim in any court or with any administrative agency relating to the ExecuTime Issue or the activities performed or to be performed pursuant to or in connection with the ExecuTime Issue.

3. **Non-Disparagement.** The Parties agree not to disparage the other with respect to the ExecuTime Issue, the performance of each party in connection therewith, and other matters that are the subject of this Settlement Agreement and the mutual releases contained herein. Notwithstanding the provisions of this Section 3, the Parties may disclose that the Settlement Agreement was mutually and amicably terminated. Additionally, this clause shall not be construed to prevent city personnel from communicating factual information regarding the ExecuTime Issue in the conduct of official city business, inclusive of the performance of each party therewith, any other matters that are the subject of this Settlement Agreement, and the mutual releases contained therein.

4. **Representations.** Execution of this Settlement Agreement is not an admission of liability by either Party. The terms of this Settlement Agreement are contractual and not mere recitals, and each party has relied on its own belief, judgment, and knowledge as to the nature and extent of its own claims and rights and not on any representation or statement with regard thereto made by or on behalf of any of the other parties.

5. **Authority.** Each party represents that it has all power and authority necessary to enter into and perform this Settlement Agreement, and that it has consulted and been represented by counsel of its choice in entering into this Settlement Agreement.

6. **Entire Agreement; Governing Law.** This Settlement Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no other agreement, understanding, or representation of or by the Parties relating to the subject matter hereof made at any time prior to or contemporaneously with the signing of this Settlement Agreement shall be effective for any purpose except as set forth herein. This Settlement Agreement shall be governed by the laws of North Dakota, without regard to its rules on conflicts of law.

7. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release as of the Effective Date.

TYLER TECHNOLOGIES, INC.

CITY OF MINOT

By: Robert Kennedy-Jensen

By: _____

Print Name: Robert Kennedy-Jensen

Print Name: _____

Title: Group General Counsel

Title: _____

Attachment 1 – Form of Amendment

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

WHEREAS, Tyler and the Client are parties to an agreement dated August 19, 2019 (“Agreement”); and

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

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

1. The Tyler Software applications listed below (hereafter, the “Removed Software”) are removed from the Agreement as of the Amendment Effective Date:
 - ExecuTime Advanced Scheduling
 - ExeuTime Advanced Scheduling Mobile Access
 - ExecuTime Time & Attendance
 - ExecuTime Time & Attendance Mobile Access
 - Human Resources & Talent Management
 - Payroll w/ Employee Self Service
 - Recruiting

As of such date, Client’s licenses to use the Removed Software are terminated, as are Tyler’s obligations to implement, support, update, and maintain the Removed Software.

2. Any unused services specifically allocated to the Removed Software in the Agreement are hereby removed from the Agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Minot

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: 4/7/22

Date: _____