

STATE OF TEXAS)
COUNTY OF EL PASO)

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

County Contract No. 2018-0743

A Professional Services Agreement is entered into between the County of El Paso, a political subdivision of the State of Texas, ("Client"), and Tyler Technologies, Inc. for professional services. If any provisions in the Professional Services Agreement conflict with this Addendum, this Addendum controls. The Professional Services Agreement and this Addendum, comprise the entire agreement between the parties (hereafter "Agreement"). This Agreement is effective as of the date executed by both parties.

1. Client is a tax exempt political subdivision of the State of Texas that will not be liable for any taxes from which it is exempt.
2. Nothing referenced herein modifies or waives any sovereign immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by Client, its elected officials, or employees at common law or under other Texas law.
3. Tyler Technologies, Inc. acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Client's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Client. In the event such funds are not appropriated in any fiscal year for support and services, Client may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Client's obligation with respect to payment for satisfactory service or support received through the termination date.
4. The parties are not liable for delays in performance due to causes beyond their reasonable control. The parties are not liable under any circumstance for lost business/profits, indirect, consequential, liquidated, or punitive damages of any kind, under any theory of recovery even if the party is advised of the potential for any such damages, and a party shall be liable for direct damages only to the extent allowed by law and attributable to that party's gross negligence, willful, or intentional conduct.
5. Client is subject to the Open Meetings Act and Public Information Act, Texas Government Code Chapters 551 and 552, respectively, which may require the disclosure of information despite any confidentiality or other provisions to the contrary in the Terms between the parties.
6. As concerns any payments and interest, the Texas Prompt Payment Act at Texas Government Code Sec. 2251.001 et seq. applies to Client and the Terms between the parties.

7. Tyler Technologies, Inc. is a company pursuant to Texas Government Code Section 2270.001(2) and verifies it does not and will not boycott Israel as defined in Section 2270.001(1), for the duration of the Agreement.
8. The laws and remedies of the State of Texas apply to the Terms between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.

COUNTY OF EL PASO, TX

Approved :

By: _____
County Judge Ruben J. Vogt
Date: _____

County IT Department

TYLER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Date: _____
(Signor must have legal authority to bind entity)