

PARTICIPATING ADDENDUM

MASTER AGREEMENT FOR ODYSSEY CASE MANAGEMENT SYSTEM SOFTWARE LICENSE, PROFESSIONAL SERVICES, SUPPORT, MAINTENANCE AND HOSTED SERVICES

- (1) This Participating Addendum is made and entered into as of **[insert month/day/year]** (“Participating Addendum Effective Date”) by and between the **[insert full name of the JBE]** (“JBE”) and **Tyler Technologies, Inc.** (“Contractor”) pursuant to the Master Agreement #MA-2017-13 (“Master Agreement”) dated March 1, 2019 between the **Judicial Council of California** (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may, at its option, order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE’s Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

