

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.

- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participating Addendum shall be from the Effective Date until: [_____ **insert month/day/year – may not exceed the Expiration Date of the Master Agreement**].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.
- (8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
Tyler Technologies, Inc. Attention: Sherry Clark, Group General Counsel 5101 Tennyson Parkway Plano, TX 75024	<div style="background-color: yellow; padding: 2px;">[insert name, title, address]</div> <u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Invoices shall be sent to the following address and recipient:

- (9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

[CONTRACTOR]

By: _____

By: _____

Name:

Name:

Title:

Title: