

## AGREEMENT

This Agreement ("Agreement") is made this 1<sup>st</sup> day of July, 2016 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and Kenmore-Tonawanda Union Free School District, with offices at 1680 Military Road, Kenmore, New York 14217 ("Client").

WHEREAS, Tyler participated in the competitive bid process in response to the National Joint Power Alliance (NJPA)'s RFP #113011 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 113011-TTI (hereinafter the "NJPA Contract"). Documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA, is available at <http://www.njpacoop.org/national-cooperative-contract-solutions/contracts-general/technology-security-communication-solutions/113011-tti/>. This Agreement reflects Client's purchase off the NJPA Contract, which Tyler agreed to deliver pursuant to the NJPA Contract and the terms and conditions set forth in this Agreement.

Tyler and Client agree as follows:

### 1. License Grant.

- 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 1680 Military Road, Kenmore, New York 14217, for Kenmore-Tonawanda Union Free School District only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
- 1.5. Versatrans Onscreen™ ("Onscreen") and Versatrans Fleetvision™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. **Limited Warranty.** For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is

“Defective” if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler’s then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. **Intellectual Property Infringement Indemnification.** Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.
4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
5. **Cancellation of Services.** In the event Client cancels scheduled professional services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.
6. **Work Responsibilities.** Responsibilities related to the deployment of Tyler Telematic GPS hardware and software shall be performed in accordance with “Tyler Telematic GPS Work Responsibilities” annexed hereto as Exhibit 2 and made a part of this Agreement.
7. **Additional Services.** Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client’s downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler’s sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client’s prior written approval.

8. **Maintenance Services.** The Maintenance Agreement is effective (a) for the Tyler Software Products, when Tyler has made that software available to Client for downloading; and (b) for any hardware, upon installation of the hardware by Tyler, or thirty (30) days after self-installation training has been completed for hardware, and shall remain in force for an initial three (3) year term (the "Term"). Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current rates.
- 8.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:
- 8.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
- 8.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.
- 8.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.
- 8.2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
9. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.
10. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
11. **Indemnification.** Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.
12. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the

Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

13. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.
14. **Termination.**
  - 14.1. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.
  - 14.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.
15. **Early Termination Fees.** Notwithstanding anything to the contrary stated in this Agreement, if the Client should terminate this Agreement prior to expiration of the Term, as defined in Section 8, Client shall remit to Tyler, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of termination, any unpaid annual Support and Maintenance fees (for both Software and Hardware) as follows:
  - 15.1. Termination within (1) year after the Effective Date: all Year 1 Support and Maintenance fees and 75% of the combined Year 2 and Year 3 Support and Maintenance fees;
  - 15.2. Termination one (1) year after the Effective Date but before two (2) years of the Effective Date: all Year 2 Support and Maintenance and 50% of the Year 3 Support and Maintenance fees; and
  - 15.3. Termination two (2) years after the Effective Date but prior to the expiration of the Term: all Year 3 Support and Maintenance fees.These Early Termination Fees are premised upon the schedule for Support and Maintenance fee invoicing and payment, as set forth in Section 20 ("Payment Terms") below.
16. **No Assignment.** Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent

disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

18. **Shipping.** Delivery shall be F.O.B. shipping point.

19. **Third Party Products.** Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, the following terms shall apply to third party products acquired pursuant to this Agreement.

19.1. **Agreement to License or Sell Third Party Products.** For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

19.2. **License of System Software.**

19.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

19.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

19.2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

19.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

19.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

19.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

19.3. **Delivery.** Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

19.4. **Installation and Acceptance.** Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location, and/or as otherwise set forth in Exhibit 4. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

19.5. **Site Requirements.** Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

19.6. **Warranties.**

19.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

19.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement,

Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

19.6.3. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

19.7. Maintenance.

19.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

19.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

19.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

19.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3<sup>rd</sup> Party Services shall be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

20. Payment Terms.

20.1. Tyler will invoice Client \$22,680 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:

20.1.1. 100% of the Application Software License Fees of \$19,680 which includes first annual Application Software Support and Maintenance for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading;

20.1.2. 100% of the Versatrans Onscreen Installation and Training Services \$1,500; and

20.1.3. 100% of the Geotab Configuration and Training Services \$1,500.

20.2. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).

20.3. Tyler will invoice Client \$3,185 for year two (2) Software Support and Maintenance Fees one (1) year from the date of the first annual Software Support and Maintenance invoice.

20.4. Tyler will invoice Client \$3,296 for year three (3) Software Support and Maintenance Fees two (2) years from the date of the first annual Software Support and Maintenance invoice.

20.5. Tyler will invoice Client Software Support and Maintenance Fees for years four (4) and forward on the subsequent anniversaries of the first annual Software Support and Maintenance invoice, which Fees shall be at Tyler's then-current rates.

20.6. Tyler will invoice Client fees for Hardware and Other Services of \$88,040 when hardware is installed at Client location. If Client is Self-Installing Hardware, Tyler will invoice Client upon hardware shipment.

20.7. Tyler will invoice Client for Hardware Support and Maintenance as follows:

20.7.1. If installation/shipment occurs between the first day and fourteenth day of the month, Tyler will invoice Client for annual Support and Maintenance Fees commencing on the first day of that month; or

20.7.2. If installation/shipment occurs between the fifteenth day and the last day of the month, Tyler will invoice Client for annual Support and Maintenance Fees on the first day of the following month.

20.7.3. Tyler will invoice Client \$41,700 for year two (2) Hardware Support and Maintenance Fees one (1) year from the date of the first annual Hardware Support and Maintenance invoice.

20.7.4. Tyler will invoice Client \$43,160 for year three (3) Software Support and Maintenance Fees two (2) year from the date of the first annual Support and Maintenance invoice.

20.7.5. Tyler will invoice Client Hardware Support and Maintenance Fees for years four (4) and forward on the subsequent anniversaries of the first annual Hardware Support and Maintenance invoice, which Fees shall be at Tyler's then-current rates.

20.8. Payment is due within thirty (30) days of the invoice date.

21. **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

22. **Entire Agreement.** This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

23. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.

Kenmore-Tonawanda Union Free School District

By: 

By: \_\_\_\_\_

Name: Theodore J. Thien

Name: \_\_\_\_\_

Title: Sr. VP and General Manager, Versatrans

Title: \_\_\_\_\_

Date: June 7, 2016

Date: \_\_\_\_\_

Exhibit 1:

**Investment Summary**  
prices are valid until September 5, 2016

Client: Kenmore-Tonawanda Union Free School District

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal
Versatrans Onscreen for up to 130 Vehicles	1	\$19,680	\$19,680	\$0	\$19,680	\$0	\$0
Versatrans My Stop (7)	1	\$0	\$0		\$0	\$0	\$0
Arrival Board	1	\$0	\$0		\$0	\$0	\$0
Versatrans Electronic Rollout Sheet	1	\$0	\$0		\$0	\$0	\$0
Reportwriter	1	\$0	\$0		\$0	\$0	\$0
<b>Subtotal: Application Software License Fees</b>			<b>\$19,680</b>	<b>\$0</b>	<b>\$19,680</b>	<b>\$0</b>	<b>\$0</b>

2. Maintenance	Quantity	Price	Extended Price	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal
Versatrans Onscreen for up to 130 Vehicles	1	\$3,185	\$3,185	\$0	Included	\$3,185	\$3,296
<b>Subtotal: Application Software Maintenance Fees</b>			<b>\$3,185</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,185</b>	<b>\$3,296</b>

3. Services	Quantity	Price	Extended Price	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal
Geotab Configuration & Training - Online (4)	1	\$1,500	\$1,500	\$0	\$1,500	\$0	\$0
Versatrans Onscreen Installation & Training - Online (4)	1	\$1,500	\$1,500	\$0	\$1,500	\$0	\$0
<b>Subtotal: Application Services</b>					<b>\$3,000</b>	<b>\$0</b>	<b>\$0</b>

4. Hardware and other Services	Quantity	Price	Extended Price	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal
<b>Telematics: Hardware Units</b>							
GO7-CDMAVZW: GO7-Verizon - for active tracking solution on Verizon Network in USA	139	inc.		inc.	inc.	\$0	\$0
<b>Telematics: Installation</b>							
Telematics Professional Installation including:	1	\$28,474	\$28,474	\$0	\$28,474	\$0	\$0
GO7 Installation: Professional, up to 124 units with 7 I/Os (5)							
GO7 Installation: Professional, up to 15 units with 0 I/Os (5)							
TT GPS Self Installation Training (1),(4)	1	inc.	inc.	\$0	inc.	\$0	\$0
<b>Telematics: Annual Support and Maintenance</b>							
TT GPS Support and Maintenance: GO7-VERIZON-1 Solution: US, All I/Os and telematics (includes GO7)	139	\$300	\$41,700	\$0	\$41,700	\$41,700	\$43,160
<b>Telematics: Accessories</b>							
HRN-DS09T2: 9 Pin Heavy Duty T Harness with 24" extension	99	\$30	\$2,970	\$0	\$2,970		
IOX-AUX: IO Extender add-on for GO6/GO7 for Auxiliary support	248	\$50	\$12,400	\$0	\$12,400		
HRN-BS16S4: OBDII Extension cable pack for GO6 and GO7	39	\$15	\$585	\$0	\$585		
SPR-INSTALLBAG: Mounting bracket and material for GO6 and GO7	139	\$5	\$695	\$0	\$695		
HRN-CW03S3: 3-wire harness for GO6 and GO7 - PWR, GND, IGN.	1	\$15	\$15	\$0	\$15		
Shipping and Handling			\$1,202	\$0	\$1,202		
<b>Subtotal: Hardware and other Services</b>					<b>\$88,040</b>	<b>\$41,700</b>	<b>\$43,160</b>

Total One-Time Fees: \$110,720  
 Total Recurring Fees \*\*: \$44,885      \$46,456

\*\* Subject to annual increase

- <sup>1</sup> Travel expenses for trainer to visit the user's site are not included and will be billed at actual costs
- <sup>4</sup> Training Classes are limited to 5 persons
- <sup>5</sup> Installation does not include any relays which may be required to complete connection of auxiliary devices to the GPS hardware
- <sup>7</sup> Versatrans My Stop requires Versatrans RP, e-Link and Onscreen

Ver. 42450  
Quote prepared on June 07,2016

Signature \_\_\_\_\_



## Exhibit 2

### Tyler Telematic GPS Work Responsibilities

#### **Hardware**

Before Tyler can order hardware, Client will need to provide Tyler the following vehicle information. Tyler will provide Client an Excel spreadsheet to capture the following information:

- VIN
- Year
- Make
- Model
- Body
- Chassis
- Fuel Type

Tyler is responsible for order and shipment of hardware based on the vehicle list provided by the client.

All training and installation dates must be approved by the district in writing.

Self-Installation of Hardware - Tyler work with our installation vendor and Client to schedule training. There is a maximum of five (5) people allowed per training session. A total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Client will make available at least one (1) vehicle for each type of installation.

As part of the Self-Installation Training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Tyler's installation vendor requires that the client have the following tools available:

- Battery powered drill
- Drill bit set and/or graduated drill bit
- Screw drivers (Phillips and straight blade)
- Electrical testing meter and 12 volt test light
- Black electrical tape (as specified in installation manual)
- Wire ties (assorted sizes)
- Hand wrenches in smaller sizes
- Solder
- Solder gun
- Flux
- Wire strippers
- Something to use for pulling wires if needed (3 – 4 foot maximum)
- 18 gauge wire (variety of colors) – necessity is dependent on GO device installation location, to extend auxiliary harness wires

Professional Installation of Hardware - If your proposal includes Professional Installation, Tyler will work with our installation vendor and Client to schedule the training and installation. There is a maximum of 5 people allowed per training session and a total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people at the Client who need training. Client will make

available at least one (1) vehicle for each type of installation.

As part of training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

**Training on Geotab and Versatrans Onscreen Software**

Once hardware is installed, professionally or by Client, Tyler will provide training in the use of the Geotab and Versatrans Onscreen software. Up to five (5) Client employees may attend the training. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Training is delivered online on weekdays, unless the parties agree to other arrangements. It is understood that the effectiveness of training depends upon continuous attendance by all trainees, minimal interruption, and the availability of one or more client computers fully equipped to run the Tyler Software Products.

Training does not include installation services such as disk formatting, installing operating systems, installing non-Tyler software, equipment repairs or adjustments other than the GPS hardware that is being installed, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.

Exhibit 3

GEOTAB EQUIPMENT WARRANTY

GEOTAB warrants that the GEOTAB Equipment will be free from defects in material and workmanship for a period of one (1) year from the date of purchase (the "Warranty Period"). GEOTAB agrees to repair or replace, free of charge, any GEOTAB Equipment which fail, through defect in material or workmanship, within the Warranty Period.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

Upon receipt of written notice of any alleged defect, GEOTAB will, at its sole discretion, repair or replace the same free of charge. GEOTAB Equipment repaired or replaced under the warranty set forth herein shall have the same warranty as new equipment, but without extension of the original Warranty Period. No warranty is made with respect to: (a) failure not reported to GEOTAB within the Warranty Period, (b) failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt or corrosive matter, (c) failures due to operation, either intentional or otherwise in an improper manner or other than in accordance with the relevant documentation, or (d) any GEOTAB Product which has been altered or supplemented by anyone other than an authorized representative of GEOTAB. GEOTAB shall not be liable for any expenses incurred by a Customer in an attempt to correct any allegedly defective GEOTAB Product.

It is understood that GEOTAB has no special knowledge of the Customer's operation or requirements and Customer confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by the Customer of its suitability for intended use.

EXCEPT AS SPECIFICALLY SET OUT ABOVE, THE GEOTAB EQUIPMENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND GEOTAB EQUIPMENT REMAINS WITH CUSTOMER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GEOTAB OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS WARRANTY OR THE USE OF OR INABILITY TO USE THE GEOTAB EQUIPMENT, EVEN IF GEOTAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEOTAB'S TOTAL LIABILITY TO CUSTOMER FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO GEOTAB UNDER THIS AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN CUSTOMERS

## Exhibit 4

### PROFESSIONAL HARDWARE INSTALLATION BY THIRD PARTY INSTALLER

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3<sup>rd</sup> Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

Tyler (or Tyler's 3<sup>rd</sup> Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

#### **Tech-Day Rate**

\$900 per tech per day, plus travel expenses