	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Contract** **Order Date:** 04-09-2025	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CCT 0303 3785 BAN2500000002 1	**Procurement Folder:**	1649324
Document Name:	MAINTENANCE AND SUPPORT FEES FOR STAR SYSTEM	**Reason for Modification:**	
Document Description:	MAINTENANCE AND SUPPORT FEES FOR STAR SYSTEM		
Procurement Type:	Central Sole Source		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	2025-04-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2026-03-31

VENDOR

Vendor Customer Code: 000000224198
TYLER TECHNOLOGIES INC
4100 MILLER-VALENTINE CT

MORAINE OH 45439
US
Vendor Contact Phone: 999-999-9999 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: Carol F Childers
Requestor Phone: 304-558-2294
Requestor Email: cchilders@wvdob.org

2025
FILE LOCATION ____________

INVOICE TO	SHIP TO
DIVISION OF FINANCIAL INSTITUTIONS STE 306 900 PENNSYLVANIA AVE CHARLESTON WV 25302-3542 US	DIVISION OF FINANCIAL INSTITUTIONS STE 306 900 PENNSYLVANIA AVE CHARLESTON WV 25302-3542 US

CR 4-14-25

Total Order Amount: $59,000.00

Purchasing Division's File Copy

DHP 4/9/25

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 4-10-25	DATE:	DATE: 4-21-25
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

4/18/2025

Extended Description:
Direct Award

The Vendor, Tyler Technologies, Inc., agrees to enter with the WV Division of Financial Institutions into a contract for one(1)-year contract to provide software maintenance and direct support of the: Securities Tracking & Registration (STAR) System per the attached documentation.

Zero(0) contract renewals.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000		0.000000	$59,000.00
Service From	**Service To**	**Manufacturer**		**Model No**	
2025-04-01	2026-03-31				

Commodity Line Description: Software maintenance and support

Extended Description:
ANNUAL MAINTENANCE AND SUPPORT FEES FOR 4/1/25 - 3/31/2026 STAR SECURITIES

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 4/1/2025 to 3/31/2026. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______________________), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to zero successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> ☐ **Alternate Renewal Term** – This contract may be renewed for ______________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ______________________ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for ________________ years;

☐ the contract may be renewed for ________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ________________________________), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in ________________________

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☑ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: ________________ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ________________ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ________________ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: ________________ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: ________________ per occurrence.

☐ **Aircraft Liability** in an amount of: ________________ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ ______________________ for ______________________________.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

   2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Karen M. Edelen

(Address) 1215 Fern Ridge Parkway, Suite 208, St. Louis, MO 63141-4406

(Phone Number) / (Fax Number) 314-222.2130

(email address) FD-StateContracts@tylertech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Tyler Technologies, Inc.

(Company) Karen M. Edelen Digitally signed by Karen M. Edelen Date: 2025.04.01 12:54:14 -05'00'

(Signature of Authorized Representative)

Karen M. Edelen, Sr. State Contracts Manager

(Printed Name and Title of Authorized Representative) (Date)

314-222-2130

(Phone Number) (Fax Number)

FD-StateContracts@tylertech.com

(Email Address)

WV-96
1/1/2019

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): West Virginia Division of Financial Institutions

Vendor: Tyler Technologies, Inc.

Contract/Lease Number ("Contract"): CCT BAN2500000002

Commodity/Service: Maintenance and Support Services for STAR System 4/1/2025 - 3/31/2026

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

    Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

    Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV	Vendor: Tyler Technologies, Inc.
By: Carol Childers	By: Karen M. Edelen Digitally signed by Karen M. Edelen Date: 2025.03.17 11:04:24 -05'00'
Printed Name: Carol Childers	Printed Name: Karen M. Edelen
Title: Admin. Services Asst.	Title: Sr. State Contracts Manager
Date: 3-17-25	Date: March 17, 2025

WEST VIRGINIA PURCHASING DIVISION

Direct Award Posting: Agency Request and Public Notice Form

(Purchases Exceeding Agency's Delegated Spending Threshold)

Public Notice Instructions:

Statutory Authority: Pursuant to *W. Va. Code* § 5A-3-10c, a state agency may award a contract directly to a vendor without competitive bidding if certain requirements are met, including requesting the direct award in writing to the Purchasing Division and proving through adequate justification that the direct award is in the best interest of the state of West Virginia. If approved by the Purchasing Director, the Purchasing Division must advertise its intent to make a direct award to the vendor community for a period of no less than 10 business days.

Vendor Interest: Any vendor who can provide the commodity or service specified in the description below that would like the opportunity to bid must submit their interest and supporting documentation to the buyer identified in the solicitation prior to the deadline published in the advertisement. If the claim is deemed to be valid by the Purchasing Division, the intent to make a direct award will be null and void and a competitive bid prepared.

Department/Agency Request Information:

Requesting Department/Agency: West Virginia Division of Financial Institutions

Procurement Officer: Carol Childers

Date of Request: 2/27/2025

Name of Proposed Vendor:

Description of Commodity or Service for Which a Direct Award Will be Made *(Explain in complete detail so that anyone viewing this document will understand the need)*:

Continuation of software maintenance and direct support of the Securities Tracking and Registration (STAR) System for 4/1/2025 to 3/31/2026.

1. **If requesting software as a direct award, is this software considered software as a service?**

   ☐ **Yes** ☑ **No**

2. **Explain why the direct award is in the best interest of the state.** *(Attach supporting documentation, if possible)*

   See Attachment A

WEST VIRGINIA PURCHASING DIVISION

Direct Award Posting: Agency Request and Public Notice Form

(Purchases Exceeding Agency's Delegated Spending Threshold)

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3. **Basis for Direct Award:** *(Please SELECT ONE of the following two options and provide details and/or documentation sufficient to confirm the basis. Any form without a sufficient written justification or supporting documentation will be rejected.)*

   ☑ **Competition is not available from any other source.** *(Describe in detail below how the agency attempted to identify other sources)*

   See Attachment A

   ☐ **No other source would be willing or able to replace the existing source without a detrimental effect on the spending unit.** *(Describe in detail the detrimental effect to the agency)*

The following information is required to process the direct award request. (Failure to address the following will result in denial of the request.)

A. The time period by which delivery must be made or performance must occur:
   4/1/2025

B. The price that will be paid for the commodity or service (include vendor quote):
   $59,000.00

C. Any limitations that a competing vendor would need to satisfy:
   See Attachment A

Attestation: By signing and submitting this form, the Procurement Officer attests to his/her support of the Direct Award request and the accuracy of the supporting information provided herein.

Carol Childers — 2/27/2025

Agency Procurement Officer Signature — Date

For Purchasing Division's Use Only:

[signature] — 3/10/2025

Purchasing Director/Designee Signature — Date

☐ Request to Advertise Direct Award Denied

☑ Request to Advertise Direct Award Approved

Rev. 2/25/2025

West Virginia Division of Financial Institutions – Direct Award Posting

Attachment A

2. Explain why the direct award is in the best interest of the state:

Through the Division's due diligence investigation that included other state regulators and industry trade organizations, only one vendor was found to have a versatile and customizable database product for the financial service regulatory programs supervised by the Division. The vendor was ACO Information Services and their commercially available system met the Division's complex requirements for both licensing/registration and examination tasks; therefore, DFI purchased the STAR software package from ACO Information Services. ACO was later acquired by Iron Data who in 2015 merged with and into MicroPact. Since execution of the previous maintenance contract, MicroPact has since been acquired by Tyler Technologies, Inc. thereby requiring the need for Tyler Technologies to continue providing the superior maintenance and service that has been provided over the years supporting the STAR System.

3. Basis for Direct Award: Competition is not available from any other sources:

Discussions have been held between the Division of Financial Institutions and various state regulators as to comparable and customizable database products that can cover a diverse group of financial service industries with no comparable products located that have similar features as the STAR System.

C. Any limitations that a competing vendor would need to satisfy:

Must provide direct support and maintain routine contact at least weekly with regulatory staff and also provide nearly instant live response when issues arise. Developers must consult with the agency to add additional efficiencies and/or corrections to the system allowing for critical information to be maintained permanently. Must be able to maintain historical licensing data back to 2002 and nearly 4,000 defunct entities or expired licenses. Product must be specifically developed for state financial regulators and maintained consistently to match federal licensing mandates and changes within the industry. Product must be updated routinely to accept data downloads from the Nationwide Multi Licensing System as that system is enhanced.

TYLER TECHNOLOGIES, INC.

SOFTWARE MAINTENANCE AGREEMENT
SMA #05408

AGREEMENT effective this 1st day of April, 2025

between:	Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	("Tyler")
and	West Virginia Division of Financial Institutions 900 Pennsylvania Ave., Suite 306 Charleston, WV 25302-3542	("Customer")

1. Annual Maintenance Services

Tyler will provide Annual Maintenance services for the Tyler Software products providing the Tyler Software License and Maintenance Agreement is in good standing and all annual maintenance fees are paid when due. Maintenance fees are due upon the earlier of the date of first production use of the Tyler Software or twelve months after first installation of the Tyler Software into the Customer's development environment. Thereafter maintenance fees must be paid in advance by each anniversary date.

Annual Maintenance services shall consist of the following:

a) Reasonable telephone, email or web support regarding function and use of Tyler Software;

b) Analysis and correction of reported software malfunctions; and

c) Software updates, including hotfixes and upgrades, to the Tyler Software as released from time to time by Tyler.

    1. Customer may incur costs associated with the implementation of releases and enhancements. These costs vary depending on services provided, and may involve data migration, installation, training and/or configuration of the update as well as the possible need to modify any customized version of software developed specifically for customer's use. Tyler will provide Customer with a cost quotation for the implementation of any enhancement, if applicable. Please refer to the Tyler Maintenance Program for further details.

No works for hire are created under this Agreement.

2. Customer Responsibilities

Customer is responsible to exercise good operating practices using approved infrastructure which includes the appropriate hardware and software resources dedicated to operating the Tyler software as recommended by Tyler. Customer is responsible for maintaining a test environment that mimics the production environment configuration and is managed by appropriately trained and supervised personnel. Customer will provide Tyler with secure access to the test and production environments as needed for troubleshooting and resolving issues. An effective and reliable back up schedule and process must be in place. Customer is responsible for implementing appropriate security and control procedures. Tyler is not responsible for lost or corrupted data under any circumstances.

Customer is responsible to assist Tyler in resolving software malfunctions by providing information and evidence of the malfunction and having appropriately qualified personnel available to answer questions and perform remedial functions. Tyler is not responsible for correcting operational or infrastructure issues.

Customer is responsible to assist Tyler support staff with major release upgrades efforts. Tyler support staff will schedule Customer's upgrade such that the Customer does not fall more than 2 major release versions behind the current release available to Tyler clients. Should Customer fall more than 2 releases behind and software updates are needed on the older release version, the Customer will incur additional cost to push the update back.

3. Maintenance Procedures

In order to promote the efficient use of the Tyler Software the following procedures shall apply:

- It is the responsibility of Customer to follow Tyler published help desk processes;
- Customer will designate staff as Tyler Software coordinators who will first attempt to resolve any issue that arises. Only these authorized Tyler Software coordinators may originate a help desk ticket to Tyler;
- Customer will use prudence in assigning priority levels of help desk tickets and be available for consultation with Tyler representatives assigned to resolve the ticket.
- Maintenance shall only be provided on unmodified versions of the Tyler Software operating on Tyler supported versions of hardware, database and operating systems.

4. Annual Maintenance Fee

Annual Maintenance fees shall be as set out in Schedule A to the Tyler Software Maintenance Agreement. Annual maintenance fees are billable in advance annually. The first annual maintenance fee is payable upon written acceptance of system for "Go Live" or first production use and thereafter every 12 months after the first anniversary. Tyler will provide an updated annual maintenance fee schedule not less than 60 days prior to it taking effect. Customizations will also invoke an annual maintenance fee applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Any interface that requires modification throughout the year to maintain compatibility with a third party will incur maintenance for development of said updates.

Customer agrees to allow Tyler reasonable access to Customer's computer system in order to confirm user and license type counts. In the event of cancellation no refunds of Annual Maintenance fees will apply.

5. Proprietary Data

All documentation, modifications, instructions, and corrections provided under this Agreement and relating to Tyler licensed software and its operations are subject to the same terms and conditions as contained in your License Agreement and are the proprietary property of Tyler Global, Inc. Customer and all Customer entities, employees and agents agree to safeguard this information and proprietary materials with the same degree of care that Customer accords to Customer's own proprietary data.

6. Limitation of Liability

In no event shall Tyler be liable for any incidental or consequential damages with regard to the use of Tyler licensed software.

7. Termination

Tyler may terminate this Agreement if the Customer fails to pay invoices timely or to comply with any of the terms and conditions of this Agreement and Tyler shall first have given fifteen days' notice to the Customer to cure such default.

In the event Customer or Customer's users, agents, assigned successors or sub-contractors modify any part of Tyler licensed software, this Agreement is immediately terminated without refund.

Customer may terminate this Agreement at any time.

8. Other Professional Services

Annual Maintenance services do not include the following items but Tyler will provide such services on the basis of the Project Change Request (PCR) process and may be provided on a time and materials basis or a fixed fee basis:

- Changes to set-up or configuration;
- Database administration services;
- Infrastructure support including troubleshooting Customer environment;
- Customer new hire or refresher staff training
- Implementation, conversion or acceptance testing of major version release upgrades;
- Deployment of the hotfix, or minor release updates, to License test and production environments;
- Operations support;
- Enhancements or customizations to the Tyler Software;
- Maintenance of third party interfaces for which periodic updates are required

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

West Virginia Division of Financial Institutions		Tyler Technologies, Inc.
Signature:	Carol Childers	Karen M. Edelen — Digitally signed by Karen M. Edelen Date: 2025.03.17 11:12:18 -05'00'
Print Name:	Carol Childers	
Title:	Admin Services Asst.	Sr. State Contracts Manager
Date:	3-17-25	March 17, 2025

Schedule A – Annual Maintenance Fees

Annual Maintenance and support Fees April 1, 2025 – March 31, 2026

Product	Unit (s)	Qty	Cost	Extended Cost
STAR Securities V2 (.net Version)	Base Fee			$59,000.00
			Annual Maintenance and Support Cost	**$59,000.00**

Notes:
Additional license and maintenance fees will apply if additional boards are merged or subsumed within a single larger entity and are added to the existing installation.

Customer may engage Tyler to develop customizations during or after the project through the Project Change Request procedure. These customizations will be priced in the Project Change Request documentation and subject to Customer approval. Customizations proposed will also indicate the annual maintenance fee applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Annual maintenance fees applicable to all new customizations will be prorated for their first maintenance period and thereafter billed annually in advance together with other annual maintenance fees.

Additional support services shall be charged to the Customer at the standard rate of $175 per hour for development, database administration and deployment, and $150 per hour for Business Analysis, Configuration and Training.

Annual maintenance fees are billable in advance of each maintenance period.

Annual maintenance fees are subject to periodic adjustment due to implementation of enhancements through the Project Change Request process that are subject to incremental maintenance fees;