

## Termination Agreement and Mutual Release

This Termination Agreement and Mutual Release (the "Termination Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date") between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler"), and Alachua County, with offices at 12 SE 1<sup>st</sup> Street, Gainesville, Florida 32601-6826 (the "Client") (each a "Party" and together the "Parties").

WHEREAS, Tyler and the Client are parties to an agreement dated September 14, 2022 (the "Agreement"); and

WHEREAS, the Parties agree to terminate the Agreement for convenience;

NOW THEREFORE, in consideration of mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Termination.** The Agreement is hereby terminated for convenience, effective 10/1/23, and the Client's rights to access and use the software is revoked, and Tyler's obligations to implement, host, support, update, and maintain such software are terminated. The following invoices are payable upon execution of this Termination Agreement:


Invoice	Description	Transaction Date	Invoice Amount
045-412078	SAAS FEES TERM 02/01/2023 - 09/30/2023	2/27/2023	\$ 37,582.00
2:045-412579	50% DEDICATED PROJECT MANAGER - FEBRUARY 2023	3/30/2023	\$ 14,800.00
3:045-418413	Services: 4/28/23 (Kazlousky)	5/30/2023	\$ 740.00
4:045-421561	Services: 5/16-18/23 (Hayes)	5/30/2023	\$ 4,800.00
5:045-427118	Services: 6/22/23 (Krumm)	6/29/2023	\$ 740.00
6:045-428218	Services: 6/26/23 (Hayes)	6/29/2023	\$ 800.00
7:045-429039	50% DEDICATED PROJECT MANAGER - JUNE 2023	7/1/2023	\$ 14,800.00
8:045-430504	Services: 7/11-14/23 (Hayes, Kazlousky)	7/19/2023	\$ 5,920.00
9:045-431631	Conversion: AP Master - 50% initial data delivery	7/27/2023	\$ 322.50
10:045-431633	Conversion: AP Master-50% deliv; GB-CID-50% deliv; GB-Bills 50% deliv	7/27/2023	\$ 3,982.50
11:045-432795	50% DEDICATED PROJECT MANAGER - JULY 2023	8/1/2023	\$ 14,800.00

- 2. Mutual Release.** Except as otherwise set forth in this Termination Agreement, and without any further action of the Parties, the Parties hereby unconditionally release and forever discharge one another and their subsidiaries or affiliated entities, subdivisions, affiliated subdivisions, officials, directors, officers, employees, agents, attorneys, insurers, and representatives, and any and all predecessors, successors or assigns thereof, from any and all potential claims, demands, obligations, judgments, orders, agreements, losses, damages, attorney's fees, expenses, liabilities or causes of action of any kind, whether known or unknown, arising out of or relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, and the contracting process relating to the Agreement. Neither Party shall bring any claim in any court or with any administrative agency relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, or the contracting process relating to the Agreement.

3. **Non-Disparagement.** The Parties agree not to disparage the other with respect to the Agreement, the performance of each Party thereunder, and other matters that are the subject of this Termination Agreement and the mutual releases contained herein. Notwithstanding the provisions of this Section 3, the Parties may disclose that the Agreement was mutually and amicably terminated.
4. **Representations.** Execution of this Termination Agreement is not an admission of liability by either Party. The terms of this Termination Agreement are contractual and not mere recitals, and each Party has relied on its own belief, judgment, and knowledge as to the nature and extent of its own claims and rights and not on any representation or statement with regard thereto made by or on behalf of the other Party or any other parties.
5. **Authority.** Each Party represents that it has all power and authority necessary to enter into and perform this Termination Agreement, and that it has consulted and been represented by counsel of its choice in entering into this Termination Agreement.
6. **Entire Agreement; Governing Law.** This Termination Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no other agreement, understanding, or representation of or by the Parties relating to the subject matter hereof made at any time prior to or contemporaneously with the signing of this Termination Agreement shall be effective for any purpose except as set forth herein. This Termination Agreement shall be governed by the laws of Florida, without regard to its rules on conflicts of law.
7. **Counterparts.** This Termination Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement and Mutual Release as of the Effective Date.

**TYLER TECHNOLOGIES, INC.**

By: 

Print Name: Robert Kennedy-Jensen

Title: Senior Director of Policy & Compliance, Legal

**ALACHUA COUNTY, FLORIDA**

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

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

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

Approved as to Form

Alachua County Attorney