

## Terms of Use

### Terms of Use

This Terms of Use generally applies to your access to and use of online services (the “Service” or “Services”) developed, operated and made available to you by Tyler Technologies, Inc. and [its subsidiaries](#) (“Tyler”) except where terms specific to a particular Service may apply instead.

Services include online applications and features, digital services, websites and mobile applications provided by Tyler. Access to and use of the Services is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

Your access to and use of the Services constitutes a legal agreement between you and Tyler (“Agreement”). Additional or separate terms may apply to your access to and use of the Services. To the extent that the provisions of any additional terms conflict with these Terms of Use, the provisions of the additional terms will govern.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.

### Modification of These Terms of Use

Tyler reserves the right to change the terms, conditions, and notices under which the Services are offered, including but not limited to the charges associated with the use of the Services. Tyler may modify these Terms of Use at any time, and such modifications will be effective immediately upon posting of the modified Terms of Use. Accordingly, you agree to review the Terms of Use periodically, and your continued access or use of the Services will be deemed your acceptance of the modified Terms of Use.

### Links to Third Party Sites

Some Services may contain links to third-party web sites (“Linked Sites”). Linked Sites are not under Tyler’s control and Tyler is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Tyler is not responsible for webcasting or any other form of transmission received from any Linked Site. Any Service containing links to a Linked Site provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Tyler of the Linked Site or any association with its operators.

### No Unlawful or Prohibited Use

As a condition of your accessing, using, downloading or logging into the Services, you warrant to Tyler that you will not access or use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices or by the terms specific to a particular Service as applicable. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

### Restrictions on Use

You agree to use the Services only for lawful purposes and to follow all applicable laws and regulations of the United States and any state, province or country in which you reside that are in effect and that may be in effect in the future when using the Services. While using the Services, you will not:

- Violate any laws, regulations, third-party rights (including intellectual property rights), or Tyler's policies;
- If any feature of a Service allows you to post or upload content, post or upload any content that is libelous, defamatory, harmful, harassing, threatening, false, misleading, or discriminatory;
- If any feature of a Service allows you to post or upload content, post, use, or upload any content that misappropriates any trade secret or infringes any intellectual property rights, rights of publicity, rights of privacy, or proprietary right of any party;
- Affect Tyler adversely or reflect negatively on the Services, Tyler, our goodwill, name, or reputation;
- Impersonate anyone or any entity or falsely state or misrepresent your affiliation with a person or entity;
- Display advertising or commercial content;
- Collect or store personal data about other users or individuals;
- Use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found or accessed through the Services;
- Transmit any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or other malicious code;

- Take any action to use the Services in any manner that violates or is inconsistent with this Terms of Use or to circumvent, compromise or defeat any security measures implemented in the Services, including to gain unauthorized access to: (i) Tyler's applications, products and services; (ii) other users' accounts, names, passwords, personally identifiable information; or (iii) other computers, websites, or pages connected or linked to Tyler's Services;
- Display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Services or use in-line or other linking to display content from the Services without Tyler's permission; or
- Modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Services or the rights or use and enjoyment of the Services by any other person, firm, or enterprise (collectively, "Person"); or collect, obtain, compile, transmit, reproduce, delete, revise, or display any material or information, whether personally identifiable or not, posted by or concerning any other Person in connection with use of the Services, unless you have obtained the express, prior permission of such other Person.
- Some Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. Tyler has no obligation to monitor the Communication Services. However, Tyler reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Tyler reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Always use caution when giving out any personally identifying information in any Communication Service. Tyler does not control or endorse the content, messages or information found in any Communication Service and, therefore, Tyler specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Registration and Account Information

In some cases, you must register and create an account in order to use the Services. To register and create an account ("Registered Account") you may be required to create login credentials such as a username and password and provide personal information such as an email address and mobile phone number. You are responsible for maintaining the confidentiality of your login credentials and will be responsible for all activities that occur under your Registered Account. Should you become aware of or suspect any unauthorized use of your Registered Account, you will immediately notify Tyler at [info@tylertech.com](mailto:info@tylertech.com). In connection with the foregoing, you agree to: (i) provide true, accurate, current and complete registration and account information about yourself as prompted and required by the Services; and (ii) provide any updates to your Registered Account as required to keep it true, accurate, current and complete.

#### Reviews, Comments and Other Submissions To Any Service

We welcome your comments and feedback regarding a Service provided to us using contact information available through the Service. Comments, feedback, suggestions, ideas or materials you provide to Tyler or post, upload, input or submit to any Service or its associated services, features, or applications (collectively "Submissions") are not confidential and will become and remain the property of Tyler. Tyler shall not be liable for any use of a Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Tyler is under no obligation to post or use any Submission you may provide.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Tyler has no obligation to monitor the Submissions. However, Tyler reserves the right to review materials posted to the Services and to remove any materials in its sole discretion.

Tyler reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit or refuse to post any information or materials, in whole or in part, in Tyler's sole discretion.

#### Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TYLER AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY

TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

TYLER AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN OR ACCESSED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TYLER AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TYLER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. 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 YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

SERVICE CONTACT : [info@tylertech.com](mailto:info@tylertech.com)

#### Termination/Access Restriction

Tyler reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice.

#### Disputes

Please contact Tyler in writing at 5101 Tennyson Pkwy, Plano, Texas 75024, Attn: Legal Department, regarding any claim or controversy arising out of or relating to this Agreement, or any breach thereof, and Tyler will attempt in good faith to resolve the claim, or we can agree to engage in mediation. Each party agrees to pay for its own expenses in engaging in mediation. Any claim, dispute, or controversy that cannot be resolved through mediation within thirty (30) days following receipt of written notice will be settled by arbitration as set forth below.

1. Arbitration. Except for claims or controversies for which Tyler may pursue injunctive relief, any claim, dispute, or controversy arising out of or relating to the Services, this Agreement, or the breach, termination, enforcement, interpretation, or validity of this Agreement, will be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) before a single arbitrator. Payment of all filing, administration, and arbitrator fees will be governed by AAA’s applicable rules. The arbitrator’s decision shall be controlled by this Agreement and any other agreements referenced herein. If the claim or controversy is for \$10,000 or less, Tyler agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.
2. Limitation on Time to File. YOU AGREE THAT IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
3. Arbitration on an Individual Basis Only; Class Arbitration Waiver. YOU AGREE THAT, BY ACCEPTING THIS AGREEMENT, YOU AND TYLER ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION. TYLER AND YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND AGREE THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE

PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, TYLER AND YOU WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER.

4. **Applicable Law and Venue.** The Service is accessible over the Internet and therefore available worldwide, Access to and use of the Services is at your own risk and subject to the laws of the United States of America in addition to the applicable laws in your state, province or country. You are responsible for compliance with any local laws and regulations. Nothing in the Services should be interpreted as a promotion or solicitation for any product of any nature that is not authorized by the laws and regulations of the country where you are located. You agree that the laws of the State of Texas, USA, without giving effect to any principles of conflicts of law, govern this Agreement and any dispute of any sort that may arise between you and us or any of our subsidiaries. Any arbitration related to this Agreement shall occur in Collin County, Texas. Tyler and you acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing paragraph with respect to applicable substantive law, any arbitration conducted pursuant to this Agreement shall be governed by the FAA, 9 U.S.C. §§ 1-16.
5. **Conflict.** If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein.
6. **Injunctive Relief.** Notwithstanding anything to the contrary, Tyler retains the right to seek injunctive relief if you use the Services in violation of the access rights or the restrictions on use, infringe upon or misappropriate Tyler's intellectual property rights, or breach your obligation to maintain the confidentiality of Tyler's confidential or proprietary information made available to you through the Services.

#### Copyright and Trademark Notices

Tyler and our logos, trademarks, service marks, product names, text, design, graphics, interfaces and code displayed by, in or on the Services are: ©2025 Tyler Technologies, Inc. | All Rights Reserved and/or its suppliers. All rights reserved.

## Trademarks

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

## Notices and Procedure for Making Claims of Copyright Infringement

Notifications of claimed copyright infringement should be sent to:

Tyler Technologies, Inc.

Attention: Chief Legal Officer

1 Tyler Drive

Yarmouth, ME 04096

[copyright@tylertech.com](mailto:copyright@tylertech.com)

The notification must be in writing and include the following:

1. The signature of the copyright owner or someone acting on the copyright owner's behalf;
2. Identification of the copyrighted work(s) claimed to have been infringed;
3. Identification of the material(s) claimed to be infringing;
4. Contact information for the copyright owner or someone acting on the copyright owner's behalf;
5. A statement that the copyright owner has a good faith belief that use of the material in the manner complained about is not authorized;
6. A statement that the information in the notification is accurate and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Any notification that does not include all of the above information will not receive a response.



It is the policy of Tyler Technologies, Inc., to terminate accounts belonging to users who are repeat infringers.

Effective April 29, 2024

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