

## Termination Agreement and Mutual Release

This Termination Agreement and Mutual Release (the "Termination Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") between Tyler Technologies, Inc. ("Tyler"), with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414 and the City of Hollywood, FL (individually, the "City" and collectively with Tyler, the "Parties"), with offices at 2600 Hollywood Blvd, Hollywood, FL 33020.

WHEREAS, Tyler and the City are parties to an agreement dated June 18th, 2014 for software and services from Tyler's EnerGov product line (the "Agreement"); and

WHEREAS, the City has opted to suspend its implementation of EnerGov software and desires to terminate the Agreement for convenience; and

WHEREAS, the Parties therefore agree that the Agreement is to be terminated for convenience, and are entering into this Termination Agreement for that purpose;

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 agree as follows:

- 1. Termination.** The Agreement is hereby terminated for convenience, and the City's software license is hereby revoked. As a gesture of good faith, Tyler will refund to the City the final license fee payment it made, totaling \$82,510.80 as set forth in Exhibit 1. For the avoidance of doubt, the City will have no further payment obligations to Tyler under the Agreement, and this termination does not impact the Parties' contract for Munis software and services, dated September 26, 2013.
- 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 claims (whether asserted or not), 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 Agreements. 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. Confidentiality and Non-Disparagement.**

- a. The Parties agree to keep the terms of this Termination Agreement confidential to the fullest extent permitted under applicable law, including but not limited to Florida's Public Records Laws, set forth in Chapter 119, Florida Statutes. The Parties further agree not to disparage the other with respect to the Agreement, the performance of each party thereunder, and other matters that are subject of this Termination Agreement and the mutual releases contained herein. Notwithstanding the provisions of this Section 3(a), the Parties may disclose that the Agreement was mutually and amicably terminated.
- b. Nothing in this Section 3 should be construed as preventing a Party from disclosing a copy of this Termination Agreement to its attorneys or tax or financial advisors (provided that such persons agree to keep its contents confidential).

**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 any of the 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 the State of Florida, without regards 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.

**Termination Agreement and Mutual Release**

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

**TYLER TECHNOLOGIES, INC.**  
**Local Government Division**

**CITY OF HOLLYWOOD,**  
**a municipal corporation of the State of**  
**Florida**

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

By: \_\_\_\_\_  
Peter Bober, Mayor

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

Attest: \_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved As To Form & Legality For The  
Use And Reliance Of The City Of  
Hollywood, Florida only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

Exhibit 1

Final License Invoice



Empowering people who serve the public®

**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

Invoice No	Date	Page
025-133198	08/05/2015	1 of 1

**Questions:**  
Tyler Technologies - Local Government  
Phone: 1-800-772-2260 Press 2, then 2  
Fax: 1-866-673-3274  
Email: ar@tylertech.com



Bill To: CITY OF HOLLYWOOD  
General Accounting  
PO Box 229045  
Hollywood, FL 33022-9045

Ship To: CITY OF HOLLYWOOD  
General Accounting  
PO Box 229045  
Hollywood, FL 33022-9045

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
48413	43049	2014-0160A	USD	NET45	09/19/2015

Description	Extended Price
Milestone Schedule	82,510.80

**Milestone Details**

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
EnerGov PLM & LRM	145,746.00	30%	43,723.80
EnerGov GIS	19,999.00	30%	5,999.70
EnerGov iG Workforce Mobile	39,996.00	30%	11,998.80
EnerGov IVR	19,999.00	30%	5,999.70
EnerGov eReview	29,999.00	30%	8,999.70
EnerGov Citizen Access ePortal	39,998.00	30%	11,999.40
Software Discount	(20,701.00)	30%	(6,210.30)

**\*\*ATTENTION\*\***  
Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	82,510.80
Sales Tax	0.00
Invoice Total	82,510.80