



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER

PAGE 1 OF

61

DATE:

11/12/2024

**SUBJECT: CONSIDERATION OF AGREEMENT BETWEEN TARRANT COUNTY  
AND TYLER TECHNOLOGIES, INC. FOR THE JURY MANAGEMENT  
SYSTEM UPGRADE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider an Agreement between Tarrant County and Tyler Technologies, Inc. for the Jury Management System Upgrade.

**BACKGROUND**

On March 14, 2006, the Commissioners Court, through Court Order #97602, approved an agreement and sole source designation with Courthouse Technologies, Ltd., for the purchase of Courthouse Jury Management Systems (JMS). Subsequently, Courthouse Technologies, Ltd., was acquired by Tyler Technologies, Inc. in 2019.

On November 21, 2023, the Commissioners Court, through Court Order #142200, approved the sole source designation with Tyler Technologies, Inc. for the Jury Management System.

On September 17, 2024, the Commissioners Court, through Court Order #143900, approved the funding of the Jury Management System Upgrade for jury services for an estimated amount of \$163,054.00.

With approval, the system will transition from the current on-premise infrastructure to a more advanced, fully supported, and modernized cloud-based solution. The objectives of this upgrade are to enhance system efficiency, scalability, and cost-effectiveness, thereby ensuring a more dependable and resilient service for both the Jury Services staff and the esteemed citizens of Tarrant County.

The term of this Service Agreement is from November 15, 2024 through November 14, 2029, for a duration of five (5) years. The detailed payment schedule is delineated in Exhibit A – Investment Summary (Fee Schedule), appended to the Service Agreement on page 16.

This contract has been approved as to form by the Criminal District Attorney's Office.

**FISCAL IMPACT**

The fiscal impact to Tarrant County is \$139,126.00 for FY 2025. Funds will be disbursed in accordance with Exhibit A – Investment Summary (Fee Schedule) and Exhibit B – Invoicing Payment Policy of this Service Agreement. Funds are available in account 45400-2025 Capital Improvement Fund/1810220000 IT Project Management Office/540000 Capital Outlay.

SUBMITTED BY

Information Technology

PREPARED BY:

Kathy Eilers

APPROVED BY:

Andre Mendes



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Tarrant County, TX acting as the Client.

WHEREAS, Client and Tyler (as successor-in-interest to Courthouse Technologies, Ltd.) are parties to a prior agreement with an effective date of March 24, 2006, as amended ("Original Agreement"); and

WHEREAS, Client and Tyler desire to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, and to migrate Client to Tyler's new Jury product in accordance with Tyler's evergreen philosophy, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **Agreement** means this Software as a Services Agreement.
- **Client** means Tarrant County, Texas.
- **Data** means your data necessary to utilize the Tyler Software.
- **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **Developer** means a third party who owns the intellectual property rights to Third Party Software.
- **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **Effective Date** means the date upon which the last authorized representative of both Tyler Technologies and Tarrant County has duly executed this Agreement.
- **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **Investment Summary (Fee Schedule)** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **Initial Term** and **Renewal Term** have the meanings set forth in Section F(1) "Term and Termination" herein.

- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary (Fee Schedule).
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **Statement of Work** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **Third Party Hardware** means the third -party hardware, if any, identified in the Investment Summary (Fee Schedule).
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party SaaS Services** means software as a service provided by a third party, if any, identified in the Investment Summary (Fee Schedule).
- **Third Party Software** means the third -party software, if any, identified in the Investment Summary (Fee Schedule) and not embedded in the Tyler Software.
- **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
- **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary (Fee Schedule) and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

## SECTION B – SAAS SERVICES AND SECURITY

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary (Fee Schedule) and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we

will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Ownership.
  - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.
  - 4.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 4.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 4.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
  - 7.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center in response to your written request in accordance with this Section B(7.1). You acknowledge Tyler's affirmation that its compliance reports, including SOC 1 and SOC 2 compliance reports prepared in accordance with the AICPA's Statement on



Standards for Attestation Engagements ("SSAE") No. 21 or its equivalent, constitute Tyler's confidential information containing trade secrets related to information security (such reports individually and collectively, "Information Security Documents" or "ISD"). Pursuant to this Section B(7.1) and Section H(17) below, you agree not to disclose or reproduce or authorize any third party to disclose or reproduce, any portion of the ISD other than to your employees or auditors with a need to know; provided, however, that you inform such persons to keep the ISD confidential. If you receive a request for the ISD under the Texas Public Information Act, you agree to inform Tyler of such request in conjunction with your governmental entity's formal notice to the Texas Attorney General ("Texas AG") informing the Texas AG that a request for certain information has been filed by a member of the public. Your formal notice to Tyler will advise Tyler of its right to file a written argument with the Texas AG's office objecting to the request for information. You agree not to disclose the ISD to the requestor until after the Texas AG has issued its opinion as to whether disclosure is required.

- 7.2 In the event we declare a disaster, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 7.3 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 7.5 We provide secure data transmission paths from each of your workstations to our servers.
- 7.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## 8. Security Obligations.

- 8.1 Confidentiality, Integrity, and Availability (CIA). Tyler Technologies shall implement and maintain commercially reasonable security measures to protect the confidentiality, integrity, and availability ("CIA") of all Tarrant County Data ("Data") disclosed to Tyler Technologies or accessed by Tyler Technologies personnel ("Personnel") under this Agreement.
- 8.2 Confidentiality. Tyler Technologies shall hold the Data in confidence and shall not use or disclose the Data for any purpose other than as authorized by this Agreement. Tyler Technologies shall use the same degree of care to protect the confidentiality of the Data as Tyler Technologies uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care.

- 8.3 Data Privacy and Redaction. Tyler Technologies acknowledges that the Data may contain confidential or personal identifiable information ("Protected Information"). Tyler Technologies shall not publish or otherwise publicly disclose any Data without Tarrant County's prior written consent by Tarrant County District Clerk. Tyler Technologies agrees to redact all Protected Information from any Data prior to any publication or public disclosure, unless otherwise authorized by Tarrant County District Clerk, in writing.
- 8.4 Data Encryption. Tyler Technologies shall employ strong encryption algorithms to protect the Data in transit, in accordance with industry best practices. Tyler will endeavor to encrypt Data at rest within a commercially reasonable timeframe from the Effective Date of this Agreement.
- 8.5 Data Storage Location. All Tarrant County Data processed, stored, or transmitted by Tyler Technologies, Inc. under this Agreement shall be stored at rest within the geographic boundaries of the forty-eight (48) contiguous United States of America.
- 8.6 Breach Notifications. Tyler Technologies shall notify Tarrant County in writing within 72 hours following the discovery of any confirmed unauthorized access, use, or disclosure of the Data (a "Security Incident"). Tyler Technologies shall reasonably cooperate with Tarrant County in any investigation or remediation efforts related to a Security Incident and shall comply with all applicable laws and regulations regarding data breach notification.
- 8.7 Patch Installation. Tyler Technologies, Inc. agrees to install all security patches for the software provided to Tarrant County within a commercially reasonable timeframe.
- 8.8 Software Version and Support. Tyler Technologies shall only install and maintain Software versions that are currently under a supported release package by the software manufacturer. Deprecated software shall not be installed within the Tarrant County Technology Infrastructure.
- 8.9 Vulnerability Scanning and Remediation. Tyler shall conduct periodic vulnerability scans and penetration testing on the Tyler Technologies server(s) used for this Agreement and shall remediate any vulnerabilities in a risk-informed fashion.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary (Fee Schedule) and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary (Fee Schedule). Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary (Fee Schedule) will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary (Fee Schedule) contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The

price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Maintenance and Support.
  - 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
    - 8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); and
    - 8.1.2 provide support during our established support hours; and
    - 8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and
    - 8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.
  - 8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those

outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary (Fee Schedule). Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary (Fee Schedule) and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary (Fee Schedule) per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on November 15, 2024 (the “*Initial Term*”), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement can be renewed for additional one (1) year renewal terms (each a “*Renewal Term*”) at our then-current SaaS Fees upon written approval by both parties. Tyler will notify Client at least ninety (90) days prior to the end of the then-current renewal term and provide a written quote for the upcoming renewal. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) “Invoice Disputes”.
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) “Dispute Resolution”. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) “Dispute Resolution”.
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third -party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE**

**PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Tyler Software, Products, and Services. You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary (Fee Schedule) for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary (Fee Schedule), or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary (Fee Schedule) will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary (Fee Schedule) do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide

us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third -Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of Tyler and by the Tarrant County Commissioner's Court.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or



unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists when required for responding to Requests for Proposal or other similar procurement documents.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request,

you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, <http://www.twilio.com/legal/aup>, and to the applicable provisions in the Twilio Terms of Service, <https://www.twilio.com/legal/tos> both attached to this Agreement as Exhibit E. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary (Fee Schedule)
Exhibit B	Invoicing and Payment Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Statement of Work Schedule 1: Jury Master Source Data Commitment
Exhibit E	Twilio Terms of Service and Acceptable Use Policy

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Tarrant County, TX

By: Sherry Clark

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

Name: Sherry Clark

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

Title: Group General Counsel

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

Date: 10/8/24

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Tarrant County, TX  
200 Taylor St., IT Department  
Fort Worth, TX 76196  
Attention: Michael Webb and Melei Kelly

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department



**EXHIBIT A**  
**Investment Summary (Fee Schedule)**

The following Investment Summary (Fee Schedule) details the software and services to be delivered by us to you under the Agreement. This Investment Summary (Fee Schedule) is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Enterprise Jury Manager Software					
Enterprise Jury Manager Software (SaaS)	Year 1	Year 2	Year 3	Year 4	Year 5
Annual SaaS Fee Payments	\$209,721	\$220,207	\$231,217	\$242,778	\$254,917
Early Adoptor Discount	\$85,450	\$64,088	\$42,725	\$10,681	\$0
Total Annual SaaS Fee Payments	\$124,271	\$156,120	\$188,492	\$232,097	\$254,917
Enterprise Jury Manager Software (SaaS) - Year 1					Annual SaaS Fee
Enterprise Jury Manager Suite					\$209,721
Enterprise Jury Manager					Included
Enterprise Juror Access					Included
Enterprise Jury Voice					Included
Source List Update*					Included
					Discount \$85,450
Sub-Total Annual SaaS Fee (Year 1)					\$124,271
Implementation Services					
Professional Services (Fixed Cost)					Cost
Project Management					\$11,700
Source List/Data Conversion					\$3,700
Deployment					\$3,700
Customization					\$2,100
Setup, Configuration & Consulting					\$1,850
Training / Go-Live Assistance					\$6,660
Sub-Total Professional Services Cost					\$29,710
					Discount \$14,855
Total Professional Services Cost					\$14,855
NOTES:					
* One Source List Update included with the Annual SaaS Fees. Additional Source List Updates will be billed \$4,000 upon delivery of each instance of services performed.					

Enterprise Jury Manager Add-On Software					
Enterprise Jury Manager Add-Ons (SaaS)	Year 1	Year 2	Year 3	Year 4	Year 5
Enterprise Jury Text Messaging*	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388
Total Annual SaaS Fee Payments	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388
Enterprise Jury Manager Add-Ons (SaaS)					Annual SaaS Fee
Enterprise Jury Text Messaging (500,000 SMS/year) *					\$25,000
Sub-Total Annual SaaS Fee (Year 1)					\$25,000
Transaction-Based Services					Cost
Enterprise Jury Summons (Postcards)**					\$0.50
<b>NOTES:</b>					
* If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment. Tyler does not automatically provide reports of text message usage but will do so upon Client request. Tyler tracks Client's text message usage and will inform Client in writing prior to charging overage fees if it appears that the volume will exceed the annual maximum. Unused messages are not credited and do not roll over to subsequent years.					
** Enterprise Jury Summons (Postcards) pricing is based on an estimated 225,000 summonses annually.					



## EXHIBIT B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary (Fee Schedule) of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary (Fee Schedule) as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees for Enterprise Jury Manager Software (SaaS) and SaaS Fees for Enterprise Jury Manager Add-Ons (SaaS) shall be invoiced on separate invoices. Both categories of SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term (November 15, 2024) as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary (Fee Schedule). Your annual SaaS fees during any Renewal Term will be at our then-current rates. Beginning on the commencement of the Initial Term, no further fees shall be due pursuant to the Original Agreement.
2. Credit for Prepaid Fees. Client will receive a credit for any prepaid fees under the Original Agreement for the time period commencing on the first day of the Initial Term of this Agreement.
3. Professional Services. Implementation and other professional services (including training), in the amount of \$14,855, shall be invoiced 100% on the date when Tyler moves the Source List data into production following Client's written acceptance of the installed Source List data.
4. Transaction-Based Services Fees.

*Enterprise Jury Summons.* Fees for the Jury Summons services, at the rate set forth in the Investment Summary (Fee Schedule), shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary (Fee Schedule). Year 1 Jury Summons fees shall be at the rate set forth in the Investment Summary (Fee Schedule), and subsequent Jury Summons fees shall be at our then-current rates for the estimated annual amount. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days' advance written notice.

5. Expenses. The service rates in the Investment Summary (Fee Schedule) do not include travel expenses. No travel is anticipated under this Agreement as of the Effective Date. Should on-site resources be required or requested by Tarrant County, we will mutually agree on the applicable travel costs at such time.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## EXHIBIT C

### Service Level Agreement

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. Service Availability

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## EXHIBIT C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience\*:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

*\* Support Resources may be limited for certain applications.*

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**EXHIBIT D**  
**Statement of Work for**  
**Implementation of Enterprise Jury Manager,**  
**Browser-based Jury Management System**  
**SaaS Implementation**  
**In Tarrant County, TX**

Tyler Technologies will implement Enterprise Jury Manager in **Tarrant County, TX** under the following terms.

## **Project Terms**

### **Tyler will...**

1. Provide a subscription to use the following Products:
  - **Enterprise Jury Manager;** web-based jury management system;
  - **Enterprise Juror Access;** interactive web response system;
  - **Enterprise Jury Voice;** interactive voice response system;
2. Provide the following Recurring Services:
  - **Enterprise Jury Hosting;** hosting services for all products and services listed in this SOW;
  - **Enterprise Jury Message;** text-messaging service;
  - **Source List Update (SLU)** whereby Tyler will merge/purge the existing source list with the new source data to be provided by the Client. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed. (Additional SLUs can be performed at an additional cost per Client's local requirements);
  - **Enterprise Jury Summons;** Data-Cleansing and Summons Production/Mailing Service.
3. Provide the following Professional Services:
  - Provide project management services to coordinate all aspects of the project;
  - Provide a jury management consulting resource to conduct Business Requirements Review with the Client's appointed user committee to gather configuration and reporting information;
  - After the Business Requirements Review, Tyler will provide the Client a Project Implementation Schedule (including proposed Client timelines and deliverables in respect of the project as well as designated Client Project Milestones) for review and comment by the Client.

- Provide a standard conversion of the Client's current jury management system to Enterprise Jury Manager, to include permanent disqualified records and last reporting date;
  - Provide a jury management installation resource for the installation of Enterprise Jury Manager in a training and a production environment;
  - Provide a 2-hour, online System Administrator training session;
  - Provide 16 hours of user training session to the Client's staff;
  - Provide training and support materials including an Administration Guide and an electronic Quick Reference Guide;
  - Provide a jury management "go-live" support resource (8 hours) during the first day that jurors report under the new system.
4. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
  - Install and maintain a test and production environment of Enterprise Jury Manager. Tyler will work with Client to establish a connection to a replicated database for SSRS reports;
  - configure the DNS for use of hosted Enterprise Jury Manager;
  - install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
  - install, configure, maintain, and support the database used by Enterprise Jury Manager;
  - perform automated Server Patching via Microsoft Automatic Update;
  - provide installed anti-virus, anti-spam software, and port monitoring as part of the server environment as well as a secured, managed firewall;
  - guarantee the data will remain in the United States during transit and rest;
  - provide daily backups of the Enterprise Jury Manager environment. In addition, Enterprise Jury currently uses AWS services that leverages redundancies that are inherent to being hosted in AWS datacenters. Enterprise Jury uses AWS S3 for file storage and for storing database backups. AWS S3 provides for 9 9's of data durability, 99.99% availability and is redundant across 3 AZs at a minimum. Additionally, the availability zone (independent datacenter) used to host the server architecture itself comes equipped with redundant networking and power, as well as fire suppression and climate control.
5. Migrate data from the existing Enterprise Jury Manager into the new Enterprise Jury Manager
- The following data will be migrated:
    - i. Candidate data for those that meet one or more of the following criteria:
      1. On Active pools
      2. Within the exemption period
      3. Permanently Disqualified
      4. Not a duplicate

- ii. Jury Manager, Juror Access, and Jury Voice Settings
    - iii. Questionnaires
    - iv. Seat Charts
    - v. Reports (actively used)
  - The following data will not be migrated:
    - i. Candidate History
    - ii. App History
    - iii. Canned Messages
    - iv. Unused Reports
    - v. Any other data not listed in the data to be migrated as listed above
  - For imported candidates, we will create candidate history to indicate which disqualifications or summons dates were migrated over
6. Engage with the Client in beta testing the new EJM solution. The following services will be provided during the EAP testing period:
- An opportunity to regularly meet with the product team to provide direct feedback via video calls. The frequency/duration of calls will vary depending on the Client's and Tyler's needs, with a minimum target of one session per week.
  - A regular release cycle of new software builds to allow quick iteration on feedback. The frequency of releases will depend on the product cycle, with a target of once per week.
  - An opportunity to provide input/feedback on enhancements to the current feature set. All feedback will be taken under advisement by Tyler, and Tyler will determine when/if to implement received feedback.

**In consideration of the above, the Client agrees to:**

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user committee that will participate in the Business Requirements Review. They will assist Tyler and the project leader in gathering configuration and reporting information.
- Arrange for one or more users to test and provide feedback on the new EJM during the beta testing period. Users must be able to spend at least 5 hours per week on beta-testing activities and meet at least once per week with Tyler on video calls to provide feedback.
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Provide a single point of contact as Tier 1 support for any software support issues or questions;
- Provide assistance to the Client's IT personnel to assist with issues related to any hardware, software, or connectivity on the Client's premises;
- Provide all hardware and software for premise connectivity;

- At the Client's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
  - Google Maps API key
- The jury management system will rely on access to the Client's SMTP server for the purpose of sending outbound emails. The Client agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP hostname or IP address, assigned username and password, port number, and any required firewall exception(s) to facilitate access.
- Provide and purchase any required SSL certificates.
- Use the solution on equipment that meets the following minimum specifications:
  - Jury Manager (Desktop):
    - Resolution: 1440x900 (1920\*1080 recommended)
    - RAM: 8GB
    - CPU: Quad-Core
    - Browser: The latest version of Microsoft Edge (Chrome-Based), Google Chrome, Firefox, or Safari
    - OS: Windows 10+, MacOS 11+
  - Jury Manager (Tablet)
    - Resolution: 1080x820
    - RAM: 3GB
    - CPU: Quad-Core
    - Browser: The latest version of Safari or Chrome
    - OS: iPad OS 15+, Android 11+, Windows 10+
  - Juror Access
    - Any modern web browser (IE11 not supported)

Completion of the Early Adopter Phase is defined as below:

- Priority Level 1 and Priority Level 2 reported issues have been resolved or the Client and Tyler have mutually agreed to a plan to resolve the issues.
- Client can successfully complete the following functions:
  - Create a pool of prospective jurors.
  - Qualify and process candidate requests
  - Record attendance of prospective jurors
  - Calendar cases
  - Create panel of prospective jurors (random selection or pre-create)



- Empanel Juries
- Attend seated jurors
- Disburse payments to prospective jurors
- Messaging (SMS, emails are successfully being sent)



**EXHIBIT D**  
**Schedule 1**  
**JURY MASTER SOURCE DATA COMMITMENT**

Tyler Technologies ("Tyler") acknowledges and agrees that the Tarrant County District Clerk, pursuant to the Texas Government Code, is the sole custodian of the Tarrant County Jury Master List ("Jury Master List").

The Jury Master List is a combination of voter registration lists and the Department of Public Safety (DPS) records.

1. **Voter registration lists:** The names of all registered voters in the county are included.
2. **Department of Public Safety (DPS) records:** This list includes individuals who hold a valid Texas driver's license or identification card issued by the DPS and are not otherwise disqualified from jury service.

Tyler further agrees that no modification, alteration, deletion, or other change shall be made to the Jury Master List data without the express, prior written consent (including via email) of the Tarrant County District Clerk or its authorized representative.

Tyler Technologies also agrees that, in the event it creates additional backups or otherwise replicates Tarrant County's data beyond the daily backup described in the Statement of Work, it shall promptly notify Tarrant County in writing of the creation of any such backup or replica and the location(s) where such replica(s) is stored.

The parties acknowledge that the District Clerk and the Jury Bailiff, pursuant to the Texas Government Code, are responsible for the following in relation to the Jury Manager System:

1. Receiving and maintaining the combined list of potential jurors.
2. Managing the jury wheel and the random selection of jurors.
3. Summoning jurors for service.
4. Maintaining jury records.
5. Collaborating with the Jury Commission (if applicable).

These responsibilities shall remain unchanged with the upgrade to the SaaS Jury Manager System, and Tyler shall perform the services under this Agreement to help facilitate the District Clerk's fulfillment of these duties as required by law.



**EXHIBIT E**  
**Twilio Terms of Service and Acceptable Use Policy**

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[Print this page](#)

Customer and Partner Agreements	▼
Privacy	▼
Mobile Application Terms	▼
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Resources for Law Enforcement	▼
Civil Requests	▼
Code of Conduct & Ethics Hotline	▼
Digital Promotions General Rules	▼
Customer Research and User Experience	▼
Legal Notices for Twilio's Web Site	▼
Italy ALIAS Database Code of Conduct	▼

## Twilio Terms of Service

**Last Updated:** February 14, 2023

*These Terms of Service are effective on February 14, 2023, if you created your account or accepted or otherwise agreed to them on or after February 14, 2023.*

*These Terms of Service are effective on March 15, 2023, if you created your account or accepted or otherwise agreed to a previous version of these Terms of Service prior to February 14, 2023.*

*Please read our [online notice](#), which explains the changes to these Terms of Service and our other legal terms and conditions in more detail.*

*The most recent prior version of these Terms of Service is available [here](#).*

*If you were under the Partner Terms of Service (PTOS), the Partner Terms of Service (PTOS) has been replaced with these Terms of Service. The most recent prior version of the Partner Terms of Service (PTOS) is available [here](#).*

If you were under the Twilio Segment Partner Program Agreement, the Twilio Segment Partner Program Agreement has been replaced with these Terms of Service. The most recent prior version of the Twilio Segment Partner Program Agreement is available [here](#).

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- 8. Term, Termination, and Survival
- 9. General
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*It is important that you review and understand these terms before using our services. If you do not agree to these terms, you should not agree to them, create an account, or use our services. Only the terms to the right are legally binding.*

*Our services are generally intended for business or professional use only.*

*If you have a separate agreement with us for the use of our services, these terms will not apply to you. However, these terms will apply if any services you use are not covered under that separate agreement.*

*These terms are effective on the date you accept them. The Twilio entity that is entering into these terms depends on where your business entity is registered. Please see the table below for more information.*

---

*PLEASE REVIEW THESE TWILIO TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE TWILIO TERMS OF SERVICE BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING. IF YOU DO NOT AGREE TO THESE TWILIO TERMS OF SERVICE, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE SERVICES (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW).*

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

*If you have a separate written agreement with Twilio for your use of the Services, these Twilio Terms of Service will not apply to you, unless that written agreement does not cover a particular Service, in which case, these Twilio Terms of Service apply solely to your use of that particular Service.*

These Twilio Terms of Service ("**Agreement**") set forth the terms for your use of the Services and are effective as of the date you accept or otherwise agree to the terms of this Agreement ("**Effective Date**"). This Agreement is between the applicable Twilio entity identified below ("**Twilio**") and you or the organization on whose behalf you are accepting or otherwise agreeing to the terms of this Agreement ("**you**", "**your**", "**yours**", or "**Customer**").

**If you are domiciled in:**

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Any country outside of the European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco, other than Japan

**Twilio entity entering into this Agreement:**

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Twilio Inc., a Delaware corporation, with a place of business at 101 Spear Street, 5th Floor, San Francisco, California, 94105, United States of America

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Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco

Twilio Ireland Limited, a company registered in the Republic of Ireland, whose registered address is 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland

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Japan

Twilio Japan G.K., a Japanese company with a place of business at Link Square Shinjuku 16F, 5-27-5 Sendagaya, Shibuya-ku, Tokyo 151-0051, Japan

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*These terms might change. We will let you know at least 30 days before we make any significant changes that impact you or your use of our services, unless we are unable to because of changes in laws, regulations, or carrier requirements. The updated version of these terms will be posted on this page.*

*If you keep using our services after these terms have changed and gone into effect, that means you have accepted those changes and they are legally binding on you. If you do not agree with the changed terms, you must stop using our services immediately.*

---

Twilio may update the terms of this Agreement from time to time. Twilio will provide you with written notice of any *material* updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. The updated version of this Agreement will be available at <https://www.twilio.com/legal/tos>. Notices for material updates to the terms of this Agreement will be given in accordance with Section 9.5 (Notices). Following such notice, your continued use of the Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

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*If you reassign your account to a third-party reseller, you are still responsible for your obligations under these terms.*

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If you are the party that agreed to the terms of this Agreement and you reassign your account to a third-party reseller for administration purposes, such account reassignment will not excuse your obligations under this Agreement. Your use of the Services will continue to be subject to this Agreement.

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*Remember to let your imagination run wild with Twilio!*

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Finally, you understand and acknowledge that by using the Services, you agree to have fun and let your imagination run wild. Twilio cannot wait to see what you build!

## 1. Definitions

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*These are definitions for certain words that we will use repeatedly throughout these terms. When you see these capitalized words used as you read through these terms, they have the meanings provided in this Section 1.*

*There may be additional words that we define in the body of these terms. Make sure to look out for those - they will have quotes around them and each word will begin with a capital letter.*

---

**"Affiliate"** means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

**"Beta Offerings"** means Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by Twilio.

**"Customer Data"** means data and other information made available by you to Twilio in connection with your use of the Services under this Agreement.

**"Customer Services"** means any software application or other products and services provided by you and used in connection with your use of the Services under this Agreement. If applicable, Customer Services includes sources from which you choose to retrieve Customer Data and destinations to which you choose to transmit Customer Data using the Services.

**"Documentation"** means Twilio's documentation, including any usage guides and policies, for the Services, the current version of which is available at <https://www.twilio.com/docs> ↗.

**"End User"** means any user of the Services, including via any Customer Services.

**"Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Order Form"** means an ordering document between you and Twilio, or any of their Affiliates, that specifies mutually agreed upon rates for certain Services and any commercial terms related thereto.

**"Services"** means the products and services provided by Twilio or its Affiliates, as applicable, that (a) you use, including, without limitation, products and services that are on a trial basis or otherwise free of charge or (b) you order under an Order Form. Services excludes any Customer Services and Third Party Services (as defined below).

**"Service Usage Data"** means any data that is derived from the use of the Services that does not directly or indirectly identify you, your End Users, or any natural person and includes (a) data such as volumes, frequencies, bounce rates, and Service performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you, your End Users, or any natural person.

**"Support Terms"** means the support-related terms for the Services, the current version of which is available at <https://www.twilio.com/support-plans>.

**"Third Party Services"** means any products, services, or software components that are purchased by you from Twilio, but provided, or otherwise made available, by a third party (i.e., a party other than Twilio). Third Party Services are governed by a separate agreement between you and the third-party provider.

**"Twilio Acceptable Use Policy"** means certain terms relating to the use of the Services, including the [Service and Country Specific Requirements](#) set forth therein, the current version of which is available at <https://www.twilio.com/legal/aup>.

**"Twilio Data Protection Addendum"** means the personal data processing-related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/data-protection-addendum>.

**"Twilio Security Overview"** means the security related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/security-overview>.

**"Twilio SLA"** means the service level agreement for the Services, the current version of which is available at <https://www.twilio.com/legal/service-level-agreement>.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Agreement.

## 2. Services

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We will make our services available to you according to [our published documentation on our website ↗](#) and [our service level agreement](#). We will also protect your data and our services according to [our security overview](#).

---

2.1 Provision of the Services. Twilio will: (a) provide the Services to you pursuant to this Agreement, the applicable Documentation, and any applicable Order Form(s); (b) comply with the Twilio SLA; (c) comply with the security terms for the Services as set forth in the Twilio Security Overview; (d) provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e., without regard for your particular use of the Services), subject to your use of the Services in accordance with this Agreement, the applicable Documentation, and any applicable Order Form(s); (e) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete Malicious Code; (f) if applicable, use trained, qualified personnel to provide the Services; and (g) use commercially reasonable efforts to provide you with applicable support for the Services as described in the Support Terms.

---

*Here are some "dos" and "don'ts" you must follow when using our services:*

- (a) You're responsible for all use of our services under your account;*
  - (b) You will not transfer, resell, or make available to third parties our services, except to your end users as part of the software applications you develop or products and services you offer;*
  - (c) You will use our services according to these terms, [our Acceptable Use Policy](#), including [our service and country specific terms](#), and any laws or regulations;*
  - (d) You are responsible for your end users, including all of their activities;*
  - (e) You will prevent unauthorized access to or use of our services;*
  - (f) You will cooperate during information requests we receive relating to your use of our services; and*
  - (g) You will comply with your promises in Section 5 (Representations, Warranties, and Disclaimer) below.*
- 

2.2 Customer Responsibilities. You will: (a) be solely responsible for all use of the Services and Documentation under your account and the Customer Services; (b) not transfer, resell, lease, license, or otherwise make available the Services to third parties (except to make the Services available to your End Users) or offer them on a standalone basis; (c) use the Services only in accordance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of your End Users, including their compliance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Twilio promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (g) comply with your representations and warranties set forth in Section 5 (Representations, Warranties, and Disclaimer).

---

*We can suspend your use of our services in the following situations:*

(a) You or your end users violate [our Acceptable Use Policy](#) and [our service and country specific terms](#);

(b) You send fraudulent traffic using our services or your use of our services negatively impacts the operation of our services;

(c) Legal or regulatory conditions prohibit us from providing our services;

(d) Your use or your end users' use threatens the security or operability of our services; or

(e) The information about you in your account is not true, accurate, or complete.

---

2.3 Suspension of Services. Twilio may suspend the Services upon written notice to you if Twilio, in good faith, determines: (a) that you or your End Users materially breach (or Twilio, in good faith, believes that you or your End Users have materially breached) the Twilio Acceptable Use Policy; (b) there is an unusual and material spike or increase in your use of the Services and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; (c) that its provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you or your End Users that threatens the security, integrity, or availability of the Services; or (e) that information in your account is untrue, inaccurate, or incomplete. You remain responsible for the Fees (as defined in Section 3.3 (Payment Terms)).

---

*Our services operate on a multi-tenant platform, which we are always looking to innovate and make better. As such, our services may change over time. We will let you know in advance if any changes to our services are not backwards compatible. We may also work with you to resolve any significant negative impacts that result from changes to our services that are not backwards compatible.*

---

2.4 Changes to the Services. You acknowledge that the features and functions of the Services may change over time; provided, however, Twilio will not materially decrease the overall functionality of the Services. It is your responsibility to ensure the Customer Services are compatible with the Services. Twilio endeavors to avoid changes to the Services that are not backwards compatible, however, if any such changes become necessary, Twilio will use commercially reasonable efforts to notify you at least sixty (60) days prior to implementation. In the event Twilio makes a non-backwards compatible change to certain Services and such change materially and negatively impacts your use of the Services ("**Adverse Change**"), (a) you will notify Twilio of the Adverse Change and (b) Twilio may agree to work with you to resolve or otherwise address the Adverse Change, except where Twilio, in its sole discretion, has determined that an Adverse Change is required for security reasons, by telecommunications providers, or to comply with applicable law or regulation.

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*You may use products called beta offerings, which are not generally available (e.g., services that are in alpha, beta, limited release). You are not required to use our beta offerings in order to use our services.*

---

2.5 Beta Offerings. From time to time, Twilio may make available Beta Offerings. You may, in your sole discretion, choose to use a Beta Offering. Twilio may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available. To the extent you use any Beta Offerings that are only made available to a limited number of customers on an

invitation basis in a non-public or private manner (collectively, "**Private Beta Offerings**"), the additional terms in Section 10.1 (Private Beta Offerings) apply to you.

### 3. Fees and Payment Terms

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*The fees you pay to us are either outlined in a signed order form or on [our list of fees on our website](#).*

---

3.1 Fees. You agree to pay the fees set forth in the applicable Order Form(s). If you use any Services not set forth in the applicable Order Form(s), you will be charged the applicable rates available at <https://www.twilio.com/pricing>.

---

*You agree to pay taxes, communications surcharges (e.g., pass-through carrier fees), and costs, fines, or penalties that we incur relating to your use of our services. Taxes and communications surcharges are shown as separate line items on your invoice, so you can identify them easily.*

*If you are exempt from paying any taxes or communications surcharges, please let us know at [taxforms@twilio.com](mailto:taxforms@twilio.com) [↗](#) and provide us with the up-to-date exemption information or proof.*

---

#### 3.2 Taxes and Communications Surcharges

3.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "**Taxes**"). You will pay all Taxes in connection with this Agreement, excluding any taxes based on Twilio's net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to Twilio, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by Twilio. You will provide Twilio with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

3.2.2 Communications Charges. If applicable, all fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "**Communications Surcharges**"). You will pay all Communications Surcharges in connection with your use of the Services. Communications Surcharges will be shown as a separate line item on an invoice. You will pay all costs, fines, or penalties that are imposed on Twilio by a government or regulatory body or a telecommunications provider as a result of your or your End Users' use of the Services.

3.2.3 Exemption. If you are exempt from paying certain Taxes or Communications Surcharges, you will provide the necessary exemption information as requested by Twilio or a valid exemption certificate issued by the appropriate authority via e-mail to [taxforms@twilio.com](mailto:taxforms@twilio.com) [↗](#). You will be exempt on a going-forward basis once Twilio has approved your exemption request. If the appropriate authority determines, at any time, that you are not exempt from paying any Taxes or Communications Surcharges, you will promptly pay such Taxes or Communications Surcharges to Twilio, plus any applicable interest or penalties.

---

*You agree to pay us for any services you use.*

*If you add funds to your account via credit card, you must make sure you have added sufficient funds to cover the fees you owe us. If you do not have sufficient funds in your account to cover the fees you owe us or your credit card declines, then we may suspend our services to all of your accounts.*

*If we approve you for invoicing, you agree to pay the fees owed to us in US dollars, unless another currency is shown on your order form or invoice, no later than 30 days after the date of the invoice.*

*If you do not pay on time, then we will send you a late notice. If we do not get your payment within 15 days of the date of the late notice, then we may charge a late fee and suspend our services to all of your accounts. Please pay us on time.*

*You also may not create new accounts until any fees that you owe us are paid in full.*

---

3.3 Payment Terms. Except as otherwise expressly set forth herein, payment obligations are non-cancelable and fees, Taxes, and Communications Surcharges (collectively, “**Fees**”), once paid, are non-refundable. Except as otherwise set forth in the applicable Order Form(s) and subject to Section 3.3.3 (Payment Disputes), You will pay the Fees due hereunder in accordance with the following applicable payment method:

3.3.1 Credit Card. If you elect to add funds to your account by credit card and use such funds to pay the Fees due, you are responsible for ensuring such funds cover the Fees due. If your account does not have sufficient funds or your credit card declines a charge for the Fees due, Twilio may suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

3.3.2 Invoicing. If you elect to receive invoices and Twilio approves you for the same, then, except as otherwise set forth in the applicable Order Form(s), (a) invoices will be sent to you each month, via email to the email address(es) you designate in your account and (b) you will pay the Fees due within thirty (30) days of the date of the invoice. Except as otherwise set forth in the applicable Order Form(s) or an invoice to the extent you procure the Services without any applicable Order Form(s), the Fees are payable in United States dollars. If you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same, then Twilio may (i) assess and you will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law and (ii) suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

---

*If you ever think that we charged you the wrong amount and you want to dispute it, then let us know in writing within 60 days of the billing date for the charge in question. You have to be reasonable when disputing a charge and must act in good faith and cooperate with us to resolve the dispute.*

---

3.3.3 Payment Disputes. You will notify Twilio in writing within sixty (60) days of the date Twilio bills you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are disputing any Fees, you must act reasonably and in good faith and will cooperate diligently with Twilio to resolve the dispute. Twilio will not charge you a late fee or suspend the provision of the Services for unpaid Fees that are in dispute, unless you fail to cooperate diligently with Twilio or Twilio determines the dispute is not reasonable or brought in good faith by you.

---

*If you are purchasing our services through a third-party fulfillment reseller, then you will pay the fees incurred for using our services to that third-party fulfillment reseller instead of us. If you fail to pay the third-party fulfillment reseller on time, our services may be suspended.*

---

3.4 Fulfillment Resale. If you are purchasing the Services through a third-party fulfillment reseller that is solely responsible for facilitating payments to Twilio for your use of the Services ("**Fulfillment Reseller**"), you will pay all fees due for your use of the Services directly to the Fulfillment Reseller in accordance with your agreement with the Fulfillment Reseller ("**Fulfillment Agreement**"). If you breach your payment obligations to the Fulfillment Reseller and fail to cure such breach within the time period specified in the Fulfillment Agreement, the Fulfillment Reseller or Twilio may suspend the provision of the Services to you upon written notice.

## 4. Ownership, Customer Data, and Confidentiality

---

*What is ours is ours, including our services, [our published documentation on our website ↗](#), our confidential information, data that is derived from the use of our services that does not identify or no longer identifies you, your end users, or any natural person, and any feedback you or your end users provide to us about our services. What is yours is yours, including the software applications you develop or products and services you offer, your confidential information, and your data.*

---

4.1 Ownership Rights. As between the parties, Twilio exclusively owns and reserves all right, title, and interest in and to the Services, the Documentation, Twilio's Confidential Information (as defined in Section 4.3.1 (Definition)), Service Usage Data, and any feedback or suggestions you or your End Users provide regarding the Services. As between the parties, you exclusively own and reserve all right, title, and interest in and to the Customer Services, your Confidential Information, and Customer Data, subject to Twilio's rights to process Customer Data in accordance with this Agreement.

---

*We or our affiliates can use your data in order to provide you with our services according to our obligations in these terms and the terms of [our Data Protection Addendum](#).*

---

4.2 Customer Data. You grant Twilio and its Affiliates the right to process Customer Data as necessary to provide the Services in a manner that is consistent with this Agreement and the Twilio Data Protection Addendum. You are responsible for the quality and integrity of Customer Data.

---

*Neither of us will tell anyone else about or use the confidential information that we got from each other, except to carry out each of our individual obligations under these terms.*

*If either of us shares the other's confidential information with third parties, then the one sharing that confidential information will make sure those third parties comply with these confidentiality obligations.*

---

#### 4.3 Confidentiality

4.3.1 Definition. "**Confidential Information**" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, this Agreement, Order Form(s), Customer Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, "know how", inventions, and financial, technical, or other business information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of this Agreement or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

4.3.2 Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under this Agreement and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to Receiving Party's Affiliates, and Receiving Party's and its Affiliates' respective employees, legal counsel, accountants, contractors, and in Twilio's case, subcontractors (collectively, "**Representatives**") who have a "need to know" as necessary for Receiving Party to exercise its rights or fulfill its obligations under this Agreement. Receiving Party will be responsible for its Representatives' compliance with this Section 4.3. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 4.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, you may disclose Twilio's SOC2 or similar report, which will constitute Twilio's Confidential Information, only to your End Users or your End Users' employee or contract worker who has a "need to know" for such SOC2 or similar report and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 4.3.

---

*Either of us may disclose the confidential information we got from the other if required by a law, regulation, subpoena, or a court order, if we fulfill certain conditions, such as providing notice, if legally allowed, and reasonable cooperation.*

---

4.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "**Compelled Disclosures**"), provided Receiving Party gives Disclosing Party written notice of a Compelled Disclosure (to the extent legally permitted). Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense.

---



*Money alone may not be enough to make either of us whole if one of us breaks our promise of confidentiality. As such, either of us may seek other remedies, like gag orders, if needed.*

---

4.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 4.3 and that, in the event of an actual or threatened breach of the provisions of this Section 4.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

---

*We may use and display your name, logo, and a description of how you use our services on our website, in earnings releases, and in other marketing materials. We promise to follow any usage guidelines that you provide to us.*

---

4.4 Use of Marks. You grant Twilio the right to use and display your name, logo, and a description of your use case(s) on Twilio's website, in earnings releases and calls, and in marketing and promotional materials, subject to your standard trademark usage guidelines that you expressly provide to Twilio.

## 5. Representations, Warranties, and Disclaimer

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*Each of us agrees to these terms and promises it has the legal power to do so.*

---

5.1 Power and Authority Representation. Each party represents and warrants that it has validly accepted or entered into this Agreement and has the legal power to do so.

---

*Each of us will follow anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and government orders. Each of us also confirms that we, or our organization, is not on any government sanctions or restricted party lists of people and organizations that companies like Twilio are not allowed to do business with.*

*If you or your end users become placed on any government sanctions or restricted party lists, you will stop using our services and remove any end users' access to our services.*

---

5.2 Anti-Corruption and International Trade Laws. Each party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "**Anti-Corruption and Trade Laws**") in the jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States, and (b) represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. You will promptly notify Twilio in writing of any actual or potential violation of Anti-Corruption and Trade Laws in connection with the use of the Services and take all

appropriate steps to remedy or resolve such violations, including any steps requested by Twilio. If applicable, you represent that you have obtained, and warrant that you will continue to obtain, all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and in your case, also your End Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, “**Sanctions Lists**”). You will immediately (i) discontinue your use of the Services if you become placed on any Sanctions List and (ii) remove your End Users’ access to the Services if your End Users become placed on any Sanctions List. You represent that you have not, and warrant that you will not, export, re-export, or transfer the Services to an entity on any Sanctions List without prior authorization from the applicable governmental authority. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party if the other party is in breach of its obligations in this Section 5.2. If your account is blocked because it is operating in a country or region prohibited under this Section 5.2, you will receive notice of your account being inoperable when you attempt to log into your account in such prohibited country or region.

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*You will only give us data for which you provided any required notices and received any required permissions, including in a manner as required by law or regulation. In addition, we will only use this data according to Section 4.2 (Customer Data) above.*

---

5.3 Consents and Permissions. You represent and warrant that you have provided and will continue to provide adequate notices, and that you have obtained and will continue to obtain the necessary permissions and consents, to provide Customer Data to Twilio for processing pursuant to Section 4.2 (Customer Data).

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*Our services will work the way we say they will in [our published documentation on our website](#) ↗.*

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5.4 Services. Twilio represents and warrants that the Services perform materially in accordance with the applicable Documentation. Your exclusive remedy for a breach of this Section 5.4 will be, at Twilio’s option, to (a) remediate any material non-conformity or (b) refund you the Fees paid for the time period during which the affected Services do not comply with this Section 5.4.

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*Except for any of the explicit promises in this Section 5, we are offering our services “as is.” You also understand that we are not responsible if anything happens to your data outside of our network or for anything that happens resulting from:*

*(a) your use of our beta offerings;*

*(b) the software applications you develop or the products and services you offer; or*

*(c) any products and services provided by a third-party provider.*

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5.5 DISCLAIMER. WITHOUT LIMITING A PARTY’S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED “AS IS,” AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO



THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT TWILIO WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TWILIO MAKES NO WARRANTIES AND WILL HAVE NO LIABILITY FOR ANY BETA OFFERINGS, CUSTOMER SERVICES, OR THIRD PARTY SERVICES WHATSOEVER.

## 6. Mutual Indemnification

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*If someone comes after you claiming that our provision of our services violates their intellectual property rights, we will fight that fight for you and pay any awarded damages or settlement we enter into.*

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### 6.1 Indemnification by Twilio

6.1.1 Scope of Indemnification. Twilio will defend you, your Affiliates, and each of their directors, officers, and employees (collectively, "**Customer Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Customer Indemnified Party by a third party alleging that Twilio's provision of the Services infringes or misappropriates such third party's intellectual property rights ("**Twilio Indemnifiable Claim**"). Twilio will indemnify you from any fines, penalties, damages, attorneys' fees, and costs awarded against a Customer Indemnified Party or for settlement amounts approved by Twilio for a Twilio Indemnifiable Claim.

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*If we think our services infringe someone's intellectual property rights, then, in addition to fighting the fight as we talk about above, we will either obtain the rights for you to continue to use our services or modify our services, so they do not infringe. If we cannot do either of these, we will terminate these terms and refund you any prepaid and unused fees.*

---

6.1.2 Infringement Options. If Twilio's provision of the Services has become, or in Twilio's opinion is likely to become, the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, Twilio may at its option and expense: (a) procure the right to continue to provide the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement, or, if applicable, terminate the Services that are the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, and refund you any unused pre-paid Fees.

---

*In this Section 6.1.3, we describe situations where we do not have to indemnify you, such as (a) your violation of these terms, (b) any claims brought against you by someone due to your use of our services in combination with other applications or services, or (c) your use of our services that are free of charge or our beta offerings.*

---

6.1.3 Limitations. Twilio will have no liability or obligation under this Section 6.1 with respect to any Twilio Indemnifiable Claim arising out of (a) your use of the Services in breach of this Agreement; (b) the combination, operation, or use of the Services with other applications, portions of applications, products, or services, including, without limitation, the Customer Services or Third Party Services, where the Services would not by themselves be infringing; or (c) Services for which there is no charge or Beta Offerings.

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*Similar to above, you need to fight the fight if someone comes after us because you or your end users breach your responsibilities in Section 2.2 (Customer Responsibilities) or because of the software applications you develop or the products and services you offer.*

---

6.2 Indemnification by Customer. You will defend Twilio, its Affiliates, and each of their directors, officers, and employees (collectively, "**Twilio Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of: (a) your or your End Users' breach of Section 2.2 (Customer Responsibilities) or (b) any Customer Services infringing or misappropriating such third party's intellectual property rights (collectively, "**Customer Indemnifiable Claims**"). You will indemnify Twilio from any fines, penalties, damages, attorneys' fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts that you approve for a Customer Indemnifiable Claim.

---

*This Section 6.3 outlines the indemnification process - how it works, what is required, etc. It applies to both of us equally. Please be sure to read it.*

---

6.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Customer Indemnifiable Claim or Twilio Indemnifiable Claim (individually or collectively referred to herein as a "**Claim**") in writing; provided, however, that the failure to give prompt written notice will not relieve Indemnifying Party of its obligations hereunder, except to the extent that Indemnifying Party was actually and materially prejudiced by such failure; (b) Indemnifying Party will have the sole authority to defend or settle a Claim; and (c) Indemnified Party will reasonably cooperate with Indemnifying Party in connection with Indemnifying Party's activities hereunder, at Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, Indemnifying Party will not settle any Claim for which it has an obligation to indemnify under this Section 6 admitting liability or fault on behalf of Indemnified Party, nor create any obligation on behalf of Indemnified Party without Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

6.4 Exclusive Remedy. This Section 6 states Indemnifying Party's sole liability to, and Indemnified Party's exclusive remedy against, the other party for any third-party claims.

## 7. Limitation of Liability

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*This Section 7.1 outlines the types of damages that are available in the event of a claim. At a high level, neither of us is responsible for damages that indirectly result from an incident.*

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7.1 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

---

*Generally speaking, any direct damages either of us might owe to the other are capped at the amounts you paid us (or should have paid us) in the 12-month period before the incident occurred.*

---

7.2 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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*The only exceptions to the limitations in Section 7.1 (Limitation on Indirect, Consequential, and Related Damages) and Section 7.2 (Limitation of Liability) are for your violation of your responsibilities in Section 2.2 (Customer Responsibilities), your payment obligations in Section 3 (Fees and Payment Terms), and both of our indemnification obligations in Section 6 (Mutual Indemnification).*

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7.3 EXCEPTIONS TO THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 7.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 7.1 AND SECTION 7.2 DO NOT APPLY TO (a) YOUR BREACH OF SECTION 2.2 (CUSTOMER RESPONSIBILITIES); (b) YOUR AND YOUR AFFILIATES' BREACH OF SECTION 3 (FEES AND PAYMENT TERMS); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (MUTUAL INDEMNIFICATION).

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## 8. Term, Termination, and Survival

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*These terms will be valid and effective from the date you agree to them until they are ended according to one of the events in Section 8.2 (Termination) below.*

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8.1 Agreement Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with Section 8.2 (Termination) ("Term").

---

*Either of us may end these terms by providing the other with 30 days advance notice. However, if you have any order forms in effect, those order forms will remain in effect for the duration of their order form term and these terms will continue to apply.*

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## 8.2 Termination

8.2.1 For Convenience. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days prior written notice. Notwithstanding the preceding sentence, if there are any Order Form(s) in effect, this Agreement will not terminate until all such Order Form(s) have expired or have been terminated in accordance with the terms therein.

---

*If either of us violates these terms and does not fix the violation within 15 days, the other one may end these terms.*

*Ending these terms will result in the closure of all of your accounts.*

---

8.2.2 Material Breach. Either party may terminate this Agreement (including all Order Form(s) and Services that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) days of the date of written notice of such breach. For the avoidance of doubt, a breach of the Twilio Acceptable Use Policy will be considered a material breach of this Agreement. If Twilio terminates this Agreement because of your material breach, then Twilio will also close your accounts.

---

*Either of us may end these terms by providing the other with written notice if the other goes bankrupt or fails to continue its business.*

---

8.2.3 Insolvency. Subject to applicable law, either party may terminate this Agreement immediately by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

---

*Certain important terms live on even after these terms end. That includes your payment obligations to us and the specific sections mentioned on the right.*

---

8.3 Survival. Upon termination of this Agreement, the terms of this Section 8.3 and the terms of the following Sections will survive: Section 2.1(c) (regarding the Twilio Security Overview), Section 3 (Fees and Payment Terms), Section 4 (Ownership, Customer Data, and Confidentiality), Section 5.5 (Disclaimer), Section 6 (Mutual Indemnification), Section 7 (Limitation of Liability), Section 9 (General), and any applicable terms in Section 10 (Additional Terms).

## 9. General

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*Your affiliates may use our services according to these terms. However, you and your affiliates are both responsible for the activities of your affiliates.*

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9.1.1 Affiliates of Customer. Your Affiliates may use the Services under and in accordance with the terms of this Agreement. You represent and warrant that you have sufficient rights and the authority to make this Agreement binding upon each of your Affiliates. You and each of your Affiliates will be jointly and severally liable for the acts and omissions of such Affiliate in connection with this Agreement and such Affiliate's use of the Services. Only you will bring any claim against Twilio on behalf of your Affiliates.

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*Our affiliates may provide you or your affiliates with our services or bill you or your affiliates on behalf of us or another Twilio entity providing our services.*

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9.1.2 Affiliates of Twilio. An Affiliate of Twilio may provide the Services, or a portion thereof, to you or your Affiliates, as applicable, in accordance with this Agreement and any applicable Order Form(s) with such Affiliate of Twilio. Twilio will (a) be responsible for the Services its Affiliates provide and (b) not be relieved of its obligations under this Agreement if its Affiliates provide the Services or a portion thereof. Twilio will enforce the terms of this Agreement relating to the Services its Affiliates provide. Notwithstanding anything to the contrary in this Agreement, an Affiliate of Twilio may directly bill you or your Affiliates, as applicable, (i) for the Services it provides or (ii) solely as a billing agent for Twilio or the Affiliate of Twilio providing the Services, as applicable.

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*Neither of us may transfer our obligations under these terms without the other's prior written consent, unless either of us is transferring our obligations to an entity that is assuming either of our assets or business or to either of our affiliates.*

---

9.2 Assignment. Neither party may assign or otherwise transfer this Agreement or any applicable Order Form(s), in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement or any applicable Order Form(s), in whole or in part, without consent to (a) a successor to all or part of its assets or business or (b) an Affiliate. Any attempted assignment or transfer by either party in violation hereof will be void. Subject to the foregoing, this Agreement and any applicable Order Form(s) will be binding on the parties and their respective successors and permitted assigns.

---

*These terms do not create any special relationship between us, like an employer-employee relationship, joint venture, or a partnership. Nothing will change that. Each of us is responsible for our own employees and agents.*

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9.3 Relationship. Each party is an independent contractor in the performance of each and every part of this Agreement. Nothing in this Agreement is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency,

joint venture, or franchise. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages, or debts of any type whatsoever that may arise on account of its activities, or those of its employees and agents, in the performance of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

*These terms are strictly between you and us. No third parties have any rights under these terms unless we already say so in these terms.*

9.4 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party (including your End Users or an Affiliate) unless it expressly states that it does.

*If you need to notify us, you must send notices via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com).*

*If we need to notify you, we will notify you via email to the email address designated in your account or via your account portal.*

9.5 Notices. Notices to Twilio will be provided via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com). All notices to you will be provided via email to the relevant contact(s) you designate in your account.

*These terms are governed by the law specified in the table below, depending on where your business entity is registered.*

*If we go to court to resolve a dispute between us, then the courts specified in the table below, depending on where your business entity is registered, will be responsible for resolving that dispute.*

9.6 Governing Law and Attorneys' Fees. This Agreement will be governed by and interpreted according to the laws of the applicable state or country identified below without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 9.7 (Dispute Resolution), any legal suit, action, or proceeding arising out of or relating to this Agreement or the Services will be instituted in the applicable courts identified below and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such legal suit, action, or proceeding will be entitled to reimbursement of its attorneys' fees and related costs by the non-prevailing party.

If you are domiciled in:	Governing law:	Courts with personal jurisdiction:
Any country outside of the (a) European Economic Area and its	State of California	State or federal courts of San Francisco, California, United

If you are domiciled in:	Governing law:	Courts with personal jurisdiction:
regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (b) Asia-Pacific region, other than Brazil and Japan		States of America
Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco	England and Wales	Courts of London, England, United Kingdom
Any country within the Asia-Pacific region, other than Japan	Singapore	Courts of Singapore
Brazil	Brazil	Courts of the City and State of São Paulo, Brazil
Japan	Japan (including its procedural rules)	Tokyo District Court

*If there is a dispute (except for intellectual property disputes) between us, each of us will escalate the dispute internally to see if we can resolve it. If we cannot, each of us agrees to resolve the dispute through binding arbitration.*

9.7 Dispute Resolution. In the event of any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, “**Disputes**”), each party’s senior representatives will, in good faith, attempt to resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS’ Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to between the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in (a) San Francisco, California, if you are domiciled in any country outside of the (i) European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (ii) Asia-Pacific region; (b) London, England, if you are domiciled in any country within the European Economic Area



or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco; or (c) Singapore, if you are domiciled in any country within the Asia-Pacific region.

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*If neither of us can carry out our obligations under these terms because something crazy happens beyond either of our control (think earthquake, massive power outage, war), then that does not count as a violation of these terms.*

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9.8 Force Majeure. No failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster (collectively, “**Force Majeure Events**”). The party affected by a Force Majeure Event will take all reasonable actions to minimize the consequences of any such event.

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*If neither of us enforces any part of these terms, that does not mean that we cannot enforce that part now or in the future.*

*If there are inconsistencies between the various terms and conditions that make up these terms, the order of precedence will be as follows to resolve those inconsistencies: (1) any order forms; (2) [our Data Protection Addendum](#); (3) the terms set forth in the body of these Terms of Service; (4) [our Acceptable Use Policy](#), including [our service and country specific terms](#); (5) any other terms and conditions incorporated into these terms; and (6) [our published documentation on our website](#) ↗.*

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9.9 Waiver and Order of Precedence. No failure or delay by either party in exercising any right or enforcing any provision under this Agreement will constitute a waiver of that right or provision, or any other provision. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form(s), (2) the Twilio Data Protection Addendum, (3) the terms set forth in the body of this Twilio Terms of Service, (4) the Twilio Acceptable Use Policy, (5) any other terms incorporated by reference herein or any other exhibits or attachments hereto, and (6) the applicable Documentation.

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*If any part of these terms is not legally enforceable, the rest of these terms will still be legally enforceable.*

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9.10 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

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*These terms and these terms only govern our relationship with each other and your use of our services. Any terms and conditions outside of these terms will be invalid and not apply.*



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9.11 Entire Agreement. This Agreement (including all exhibits and attachments hereto) will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written. No oral or written information or advice given by Twilio, its agents, or its employees will create a warranty or in any way increase the scope of the warranties or obligations in this Agreement. The parties agree that any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document will be construed solely as evidence of your internal business processes and the terms and conditions contained therein will be void and have no effect with regard to this Agreement, even if accepted by Twilio or executed by the parties after the Effective Date.

## 10. Additional Terms

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*If you use any of our non-public or private beta offerings, these terms apply to you.*

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10.1 Private Beta Offerings. Any Private Beta Offerings made available to Customer are strictly for testing and experimentation purposes only. Customer acknowledges that, by their nature, Private Beta Offerings may (a) not meet speed or performance benchmarks or expectations; (b) have gaps in functionality; and (c) contain bugs. The Support Terms and Twilio SLA do not apply to Private Beta Offerings. Private Beta Offerings, and any information related to such Private Beta Offerings, including their existence, are considered Twilio's Confidential Information.

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*If you are a U.S. Federal or U.S. state entity, or a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the U.S. Department of the Interior, these terms apply to you.*

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10.2 United States Federal, State, and Tribal Governments. If you are a (a) United States federal entity, including without limitation, a bureau, office, agency, department, or other entity of the United States government; (b) a United States state entity, including without limitation, a bureau, department, office, or other entity of a state or a local, county, borough, commonwealth city, municipality, town, township, special purpose district, or other entity established by the laws of a state and located in such state; or (c) a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the United States Department of the Interior by virtue of its status as an Indian tribe, or in Alaska, a Native village or Alaska Regional Native corporation, the following terms apply:

10.2.1 Failure to Pay. Twilio may assess, and you will pay, interest equal to the maximum amount allowable by applicable law, if you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same.

10.2.2 Public Disclosure Laws. Section 4.3.2 (Use and Disclosure) of this Agreement does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws applicable to you ("**Public Disclosure Laws**"), provided that, to the extent permissible, any material legal terms included in this Agreement (e.g., representations and warranties, indemnification,

limitation of liability) and any trade secrets, non-publicly available pricing, future business plans, future product plans or features, or business strategies of Twilio are redacted.

10.2.3 Compelled Disclosure of Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense to the extent permitted by applicable law.

10.2.4 Customer Services IP Infringement. You represent and warrant that the Customer Services do not, and will not, infringe or misappropriate a third party's intellectual property rights. Your breach of this Section 10.2.4 will not be subject to liability limitations set forth in Section 7 (Limitation of Liability) of this Agreement.

10.2.5 Use of Marks. Twilio will not use your name, logo, or a description of your use case(s) on Twilio's website, earnings release and calls, or marketing or promotional materials without your prior written consent.

10.2.6 Indemnification by Customer. Your obligations in Section 6.2 (Indemnification by Customer) of this Agreement will apply to the extent permitted by applicable law, regulation, or procedure.

10.2.7 Assignment. The ability of either party to assign this Agreement without consent pursuant to Section 9.2 (Assignment) of this Agreement will not apply where prohibited by applicable law.

10.2.8 Governing Law. Section 9.6 (Governing Law and Attorneys' Fees) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Governing Law. This Agreement will be governed by and interpreted according to (a) United States Federal law, if you are a United States Federal entity, or (b) the laws of the state in which you are located without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction, if you are not a United States Federal entity. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.*

10.2.9 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Except as otherwise specified in applicable law, in the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).*

10.2.10 Code of Federal Regulations. Twilio agrees to comply with the clauses included under 48 C.F.R. § 52.244-6 Subcontracts for Commercial Products and Commercial Services, and all applicable equal opportunity laws including the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 C.F.R. §§ 60-1 -60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference into this Agreement.

10.2.11 Commercial Items. The Services are "Commercially available off-the-shelf (COTS) items", consisting of "Commercial Products(s)," "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.101. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1-227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being provided (a) only as Commercial Items and (b) with only

those rights as are granted to all other Twilio customers. Unpublished-rights are reserved under the copyright laws of the United States.

10.2.12 Conflict. In the event of any conflict between this Section 10.2 and any other terms of this Agreement, this Section 10.2 will prevail.

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*If you are a microenterprise, small enterprise, or a not for profit organisation and use our services within the EEA or U.K., these terms apply to you.*

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10.3 European Electronic Communications Code. If you are a microenterprise, small enterprise, or not for profit organisation, and Twilio provides you the Services within the European Economic Area or United Kingdom, you agree you have read and accept the European Electronic Communications Code Rights Waiver available at <https://www.twilio.com/legal/service-country-specific-terms/eu-eecc-waiver>.

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*If your business entity is registered in Brazil, these terms apply to you.*

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10.4 Brazil. If you are domiciled in Brazil, the following terms apply:

10.4.1 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, “Disputes”), each party’s senior representatives will engage in good faith negotiations with the other party’s senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may commence (a) litigation proceedings if the amounts being sought are less than two hundred thousand dollars (\$200,000 USD) or (b) binding arbitration under the Rules of CAM-CCBC if the amounts being sought are greater than or equal to two hundred thousand dollars (\$200,000 USD). To the extent a Dispute is submitted for arbitration, the parties will share equally the fees and expenses of the CAM-CCBC arbitrator. The arbitration will be conducted by a sole arbitrator chosen by the mutual agreement of the parties or, failing that, by CAM-CCBC under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in the City and State of São Paulo, Brazil.*

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*If your business entity is registered in Japan, these terms apply to you.*

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10.5 Japan. If you are domiciled in Japan, the following terms apply:

10.5.1 Intended Use. The Services are intended for business use by corporate or business entities, and you agree that you will not use the Services for any personal or individual use.

10.5.2 Required Information and Verification Process. Depending on the Services you use, you may be required to submit copies of government-issued ID documents to Twilio and/or complete verification processes (e.g., via post) as required under applicable law or regulation, including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds and the Telecommunications Business Act.

10.5.3 Taxes and Communications Surcharges. Taxes, as defined in Section 3.2.1 (Taxes) of this Agreement, will include Japanese consumption tax. The universal service fee and the telephone relay service fee charged by telecommunication providers (e.g., carriers) will be borne by you as part of the Communications Surcharges set forth in Section 3.2.2 (Communications Surcharges) of this Agreement.

10.5.4 Currency. All Fees are payable in Japanese Yen, except as otherwise set forth in writing, including in an applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form.

10.5.5 Intellectual Property Rights. Any intellectual property rights vested by Twilio under this Agreement will include the rights set forth in Article 27 (Right of Adaptation) and 28 (Original Author's Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against Twilio, or any other third parties designated by Twilio, any moral rights you may have in any contents, including, without limitation, the feedback or suggestions you or your End Users provide regarding the Services that Twilio is entitled to exploit under this Agreement.

10.5.6 Anti-Social Forces. Each party represents and warrants that it (a) is not an anti-social force (meaning here and hereinafter, gangsters, right-wing groups, anti-social forces, and others equivalent thereto) and (b) does not have any exchange or involvement with anti-social forces, such as cooperation or involvement in the maintenance, operation, or management of anti-social forces, through funding, or other means.

10.5.7 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "**Disputes**"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).*

10.5.8 Conflict. In the event of any conflict between this Section 10.5 and any other terms of this Agreement, this Section 10.5 will prevail.

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*If you are joining or participating in any of Twilio's partner programs, these terms apply to you.*

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10.6 Partner Program. If you are joining or participating in any Twilio partner program (e.g., Twilio Build, Twilio Showcase, Twilio Segment Select) ("**Partner Program**"), the following terms apply:

10.6.1 Partner Program Acceptance Conditions. Your acceptance into the applicable Partner Program is conditioned on (a) Twilio's approval of your completed application to join such applicable Partner Program, if applicable; (b) your satisfaction of all Partner Program acceptance qualifications and requirements that are communicated to you in writing by Twilio; and (c) your acceptance and compliance with the terms of this Agreement.

10.6.2 Partner Program Guides and Policies. You will comply with the applicable Partner Program guides and policies available at <https://www.twilio.com/legal/partner-program-policies>.

10.6.3 Use of Marks and Publicity. Each party ("**Licensor**") grants the other party ("**Licensee**") the right to use and display Licensor's trademarks, service marks, names, logos, images, Partner Program participation badges, collateral, or similar materials ("**Brand Elements**") (a) to identify the parties' relationship and (b) for marketing activities relating to the applicable Partner Program. Any Brand Elements will be used in accordance with Licensor's then-current Brand Elements guidelines. Twilio's Brand Elements guidelines are available at <https://www.twilio.com/legal/trademark> and <https://brand.segment.com> ↗. Twilio's Brand Elements are non-transferrable, and Twilio may revoke your right to use and display Twilio's Brand Elements at any time upon written notice to you. Neither party will issue any press releases or public announcements relating to the Partner Program, or your participation in the Partner Program, without the other party's prior written approval.

10.6.4 Partner Program Removal. Twilio may, for any reason or no reason, remove you from the applicable Partner Program, or your access to the applicable Partner Program account portal, upon thirty (30) days prior written notice to you.

10.6.5 Conflict. In the event of any conflict between this Section 10.6 and any other terms of this Agreement, this Section 10.6 will prevail.



[Print this page](#)

<b>Customer and Partner Agreements</b>	▼
<b>Privacy</b>	▼
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<b>Intellectual Property</b>	▼
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<b>Customer Research and User Experience</b>	▼
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<b>Italy ALIAS Database Code of Conduct</b>	▼

## Acceptable Use Policy

**Last Updated:** February 14, 2023

This Acceptable Use Policy ("**AUP**") describes rules that apply to any party ("**you**", "**your**", "**yours**", or "**Customer**") using any products and services provided by Twilio Inc. or any of its affiliates ("**Services**") and any user of the Services, including via any products and services provided by Customer ("**End User**"). Twilio Inc. together with its affiliates will be referred to as "**Twilio**" in this AUP. The prohibited conduct in this AUP is not exhaustive. Customer is responsible for its End Users' compliance with this AUP. If Customer or any End User violates this AUP, Twilio may suspend Customer's use of the Services. This AUP may be updated by Twilio from time to time upon reasonable notice, which may be provided via Customer's account, e-mail, or by posting an updated version of this AUP at <https://www.twilio.com/legal/aup>.

**No Inappropriate Content or Users.** Do not use the Services to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, content or communications which Twilio determines (a) is false or inaccurate; (b) is hateful or encourages hatred or violence against individuals or groups; or (c) could endanger public safety. This prohibition includes use of the Services by a hate group. Customer and its End Users are also prohibited from using the Services to promote, or enable the transmission of or access to, any prohibited content or communications described in this paragraph.

**Prohibited Activities.** Do not use the Services to engage in or encourage any activity that is illegal, deceptive, harmful, a violation of others' rights, or harmful to Twilio's business operations or reputation, including:

- **Violations of Laws or Standards.** Violating laws, regulations, governmental orders, industry standards, or telecommunications providers' requirements or guidance in any applicable jurisdiction, including any of the foregoing that require (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.
- **Interference with the Services.** Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Services.
- **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

**No Service Integrity Violations.** Do not violate the integrity of the Services, including:

- **Bypassing Service Limitations.** Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- **Security Vulnerabilities.** Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- **Disabling the Services.** Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.
- **Harmful Code or Bots.** Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- **Unauthorized Access.** Attempting to gain unauthorized access to the Services.

**Data Safeguards.** Customer is responsible for determining whether the Services offer appropriate safeguards for Customer's use of the Services, including, but not limited to, any safeguards required by applicable law or regulation, prior to transmitting or processing, or prior to permitting End Users to transmit or process, any data or communications via the Services.

**Service and Country Specific Requirements.** Additional requirements for specific (a) Services, including any country specific requirements, and (b) products and services that are purchased from Twilio, but provided, or otherwise made available, by a third party are, in either case, set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Customer uses those specific (i) Services or (ii) third-party products and services.

Violations of this AUP, including any prohibited content or communications, may be reported to <https://www.twilio.com/help/abuse>. Customer agrees to immediately report any violation of this AUP to Twilio and provide cooperation, as requested by Twilio, to investigate and/or remedy that violation.

09302024

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Consideration of Agreement between Tarrant County and Tyler Technologies, Inc. for the Jury Management System Upgrade

**SIGNED AND EXECUTED** this 12 day of November, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare  
County Judge



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

DATE:

61

11/12/2024

SUBJECT: **CONSIDERATION OF AGREEMENT BETWEEN TARRANT COUNTY  
AND TYLER TECHNOLOGIES, INC. FOR THE JURY MANAGEMENT  
SYSTEM UPGRADE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider an Agreement between Tarrant County and Tyler Technologies, Inc. for the Jury Management System Upgrade.

**BACKGROUND**

On March 14, 2006, the Commissioners Court, through Court Order #97602, approved an agreement and sole source designation with Courthouse Technologies, Ltd., for the purchase of Courthouse Jury Management Systems (JMS). Subsequently, Courthouse Technologies, Ltd., was acquired by Tyler Technologies, Inc. in 2019.

On November 21, 2023, the Commissioners Court, through Court Order #142200, approved the sole source designation with Tyler Technologies, Inc. for the Jury Management System.

On September 17, 2024, the Commissioners Court, through Court Order #143900, approved the funding of the Jury Management System Upgrade for jury services for an estimated amount of \$163,054.00.

With approval, the system will transition from the current on-premise infrastructure to a more advanced, fully supported, and modernized cloud-based solution. The objectives of this upgrade are to enhance system efficiency, scalability, and cost-effectiveness, thereby ensuring a more dependable and resilient service for both the Jury Services staff and the esteemed citizens of Tarrant County.

The term of this Service Agreement is from November 15, 2024 through November 14, 2029, for a duration of five (5) years. The detailed payment schedule is delineated in Exhibit A – Investment Summary (Fee Schedule), appended to the Service Agreement on page 16.

This contract has been approved as to form by the Criminal District Attorney's Office.

**FISCAL IMPACT**

The fiscal impact to Tarrant County is \$139,126.00 for FY 2025. Funds will be disbursed in accordance with Exhibit A – Investment Summary (Fee Schedule) and Exhibit B – Invoicing Payment Policy of this Service Agreement. Funds are available in account 45400-2025 Capital Improvement Fund/1810220000 IT Project Management Office/540000 Capital Outlay.

SUBMITTED BY Information Technology

PREPARED BY: Kathy Eilers

APPROVED BY: Andre Mendes



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Tarrant County, TX acting as the Client.

WHEREAS, Client and Tyler (as successor-in-interest to Courthouse Technologies, Ltd.) are parties to a prior agreement with an effective date of March 24, 2006, as amended ("Original Agreement"); and

WHEREAS, Client and Tyler desire to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, and to migrate Client to Tyler's new Jury product in accordance with Tyler's evergreen philosophy, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **Agreement** means this Software as a Services Agreement.
- **Client** means Tarrant County, Texas.
- **Data** means your data necessary to utilize the Tyler Software.
- **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **Developer** means a third party who owns the intellectual property rights to Third Party Software.
- **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **Effective Date** means the date upon which the last authorized representative of both Tyler Technologies and Tarrant County has duly executed this Agreement.
- **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **Investment Summary (Fee Schedule)** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **Initial Term and Renewal Term** have the meanings set forth in Section F(1) "Term and Termination" herein.

- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary (Fee Schedule).
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **Statement of Work** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **Third Party Hardware** means the third -party hardware, if any, identified in the Investment Summary (Fee Schedule).
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party SaaS Services** means software as a service provided by a third party, if any, identified in the Investment Summary (Fee Schedule).
- **Third Party Software** means the third -party software, if any, identified in the Investment Summary (Fee Schedule) and not embedded in the Tyler Software.
- **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
- **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary (Fee Schedule) and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

## SECTION B – SAAS SERVICES AND SECURITY

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary (Fee Schedule) and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we

will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Ownership.
  - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.
  - 4.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 4.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 4.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
  - 7.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center in response to your written request in accordance with this Section B(7.1). You acknowledge Tyler's affirmation that its compliance reports, including SOC 1 and SOC 2 compliance reports prepared in accordance with the AICPA's Statement on



Standards for Attestation Engagements ("SSAE") No. 21 or its equivalent, constitute Tyler's confidential information containing trade secrets related to information security (such reports individually and collectively, "Information Security Documents" or "ISD"). Pursuant to this Section B(7.1) and Section H(17) below, you agree not to disclose or reproduce or authorize any third party to disclose or reproduce, any portion of the ISD other than to your employees or auditors with a need to know; provided, however, that you inform such persons to keep the ISD confidential. If you receive a request for the ISD under the Texas Public Information Act, you agree to inform Tyler of such request in conjunction with your governmental entity's formal notice to the Texas Attorney General ("Texas AG") informing the Texas AG that a request for certain information has been filed by a member of the public. Your formal notice to Tyler will advise Tyler of its right to file a written argument with the Texas AG's office objecting to the request for information. You agree not to disclose the ISD to the requestor until after the Texas AG has issued its opinion as to whether disclosure is required.

- 7.2 In the event we declare a disaster, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 7.3 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 7.5 We provide secure data transmission paths from each of your workstations to our servers.
- 7.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## 8. Security Obligations.

- 8.1 Confidentiality, Integrity, and Availability (CIA). Tyler Technologies shall implement and maintain commercially reasonable security measures to protect the confidentiality, integrity, and availability ("CIA") of all Tarrant County Data ("Data") disclosed to Tyler Technologies or accessed by Tyler Technologies personnel ("Personnel") under this Agreement.
- 8.2 Confidentiality. Tyler Technologies shall hold the Data in confidence and shall not use or disclose the Data for any purpose other than as authorized by this Agreement. Tyler Technologies shall use the same degree of care to protect the confidentiality of the Data as Tyler Technologies uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care.

- 8.3 Data Privacy and Redaction. Tyler Technologies acknowledges that the Data may contain confidential or personal identifiable information ("Protected Information"). Tyler Technologies shall not publish or otherwise publicly disclose any Data without Tarrant County's prior written consent by Tarrant County District Clerk. Tyler Technologies agrees to redact all Protected Information from any Data prior to any publication or public disclosure, unless otherwise authorized by Tarrant County District Clerk, in writing.
- 8.4 Data Encryption. Tyler Technologies shall employ strong encryption algorithms to protect the Data in transit, in accordance with industry best practices. Tyler will endeavor to encrypt Data at rest within a commercially reasonable timeframe from the Effective Date of this Agreement.
- 8.5 Data Storage Location. All Tarrant County Data processed, stored, or transmitted by Tyler Technologies, Inc. under this Agreement shall be stored at rest within the geographic boundaries of the forty-eight (48) contiguous United States of America.
- 8.6 Breach Notifications. Tyler Technologies shall notify Tarrant County in writing within 72 hours following the discovery of any confirmed unauthorized access, use, or disclosure of the Data (a "Security Incident"). Tyler Technologies shall reasonably cooperate with Tarrant County in any investigation or remediation efforts related to a Security Incident and shall comply with all applicable laws and regulations regarding data breach notification.
- 8.7 Patch Installation. Tyler Technologies, Inc. agrees to install all security patches for the software provided to Tarrant County within a commercially reasonable timeframe.
- 8.8 Software Version and Support. Tyler Technologies shall only install and maintain Software versions that are currently under a supported release package by the software manufacturer. Deprecated software shall not be installed within the Tarrant County Technology Infrastructure.
- 8.9 Vulnerability Scanning and Remediation. Tyler shall conduct periodic vulnerability scans and penetration testing on the Tyler Technologies server(s) used for this Agreement and shall remediate any vulnerabilities in a risk-informed fashion.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary (Fee Schedule) and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary (Fee Schedule). Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary (Fee Schedule) will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary (Fee Schedule) contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The

price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Maintenance and Support.
  - 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
    - 8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); and
    - 8.1.2 provide support during our established support hours; and
    - 8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and
    - 8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.
  - 8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those



outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary (Fee Schedule). Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary (Fee Schedule) and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary (Fee Schedule) per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on November 15, 2024 (the “Initial Term”), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement can be renewed for additional one (1) year renewal terms (each a “Renewal Term”) at our then-current SaaS Fees upon written approval by both parties. Tyler will notify Client at least ninety (90) days prior to the end of the then-current renewal term and provide a written quote for the upcoming renewal. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) “Invoice Disputes”.
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) “Dispute Resolution”. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) “Dispute Resolution”.
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third -party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE**

PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Tyler Software, Products, and Services.** You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary (Fee Schedule) for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary (Fee Schedule), or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary (Fee Schedule) will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary (Fee Schedule) do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide

us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third -Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of Tyler and by the Tarrant County Commissioner's Court.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or



unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists when required for responding to Requests for Proposal or other similar procurement documents.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request,

you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, <http://www.twilio.com/legal/aup>, and to the applicable provisions in the Twilio Terms of Service, <https://www.twilio.com/legal/tos> both attached to this Agreement as Exhibit E. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary (Fee Schedule)
Exhibit B	Invoicing and Payment Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
	Schedule 1: Jury Master Source Data Commitment
Exhibit E	Twilio Terms of Service and Acceptable Use Policy

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Tarrant County, TX

By: Sherry Clark

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

Name: Sherry Clark

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

Title: Group General Counsel

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

Date: 10/8/24

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Tarrant County, TX  
200 Taylor St., IT Department  
Fort Worth, TX 76196  
Attention: Michael Webb and Melei Kelly

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department





**EXHIBIT A**  
**Investment Summary (Fee Schedule)**

The following Investment Summary (Fee Schedule) details the software and services to be delivered by us to you under the Agreement. This Investment Summary (Fee Schedule) is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Enterprise Jury Manager Software					
Enterprise Jury Manager Software (SaaS)	Year 1	Year 2	Year 3	Year 4	Year 5
Annual SaaS Fee Payments	\$209,721	\$220,207	\$231,217	\$242,778	\$254,917
Early Adoptor Discount	\$85,450	\$64,088	\$42,725	\$10,681	\$0
Total Annual SaaS Fee Payments	\$124,271	\$156,120	\$188,492	\$232,097	\$254,917
Enterprise Jury Manager Software (SaaS) - Year 1					Annual SaaS Fee
Enterprise Jury Manager Suite					\$209,721
Enterprise Jury Manager					Included
Enterprise Juror Access					Included
Enterprise Jury Voice					Included
Source List Update*					Included
					Discount \$85,450
Sub-Total Annual SaaS Fee (Year 1)					\$124,271
Implementation Services					
Professional Services (Fixed Cost)					Cost
Project Management					\$11,700
Source List/Data Conversion					\$3,700
Deployment					\$3,700
Customization					\$2,100
Setup, Configuration & Consulting					\$1,850
Training / Go-Live Assistance					\$6,660
Sub-Total Professional Services Cost					\$29,710
					Discount \$14,855
Total Professional Services Cost					\$14,855
NOTES:					
* One Source List Update included with the Annual SaaS Fees. Additional Source List Updates will be billed \$4,000 upon delivery of each instance of services performed.					

Enterprise Jury Manager Add-On Software					
Enterprise Jury Manager Add-Ons (SaaS)	Year 1	Year 2	Year 3	Year 4	Year 5
Enterprise Jury Text Messaging*	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388
<b>Total Annual SaaS Fee Payments</b>	<b>\$25,000</b>	<b>\$26,250</b>	<b>\$27,563</b>	<b>\$28,941</b>	<b>\$30,388</b>
Enterprise Jury Manager Add-Ons (SaaS)					Annual SaaS Fee
Enterprise Jury Text Messaging (500,000 SMS/year) *					\$25,000
<b>Sub-Total Annual SaaS Fee (Year 1)</b>					<b>\$25,000</b>
Transaction-Based Services					Cost
Enterprise Jury Summons (Postcards)**				<b>Total Annual Cost Per Postcard</b>	<b>\$0.50</b>
<b>NOTES:</b>					
* If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment. Tyler does not automatically provide reports of text message usage but will do so upon Client request. Tyler tracks Client's text message usage and will inform Client in writing prior to charging overage fees if it appears that the volume will exceed the annual maximum. Unused messages are not credited and do not roll over to subsequent years.					
** Enterprise Jury Summons (Postcards) pricing is based on an estimated 225,000 summonses annually.					



## EXHIBIT B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary (Fee Schedule) of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary (Fee Schedule) as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees for Enterprise Jury Manager Software (SaaS) and SaaS Fees for Enterprise Jury Manager Add-Ons (SaaS) shall be invoiced on separate invoices. Both categories of SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term (November 15, 2024) as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary (Fee Schedule). Your annual SaaS fees during any Renewal Term will be at our then-current rates. Beginning on the commencement of the Initial Term, no further fees shall be due pursuant to the Original Agreement.
2. **Credit for Prepaid Fees.** Client will receive a credit for any prepaid fees under the Original Agreement for the time period commencing on the first day of the Initial Term of this Agreement.
3. **Professional Services.** Implementation and other professional services (including training), in the amount of \$14,855, shall be invoiced 100% on the date when Tyler moves the Source List data into production following Client's written acceptance of the installed Source List data.
4. **Transaction-Based Services Fees.**

*Enterprise Jury Summons.* Fees for the Jury Summons services, at the rate set forth in the Investment Summary (Fee Schedule), shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary (Fee Schedule). Year 1 Jury Summons fees shall be at the rate set forth in the Investment Summary (Fee Schedule), and subsequent Jury Summons fees shall be at our then-current rates for the estimated annual amount. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days' advance written notice.

5. **Expenses.** The service rates in the Investment Summary (Fee Schedule) do not include travel expenses. No travel is anticipated under this Agreement as of the Effective Date. Should on-site resources be required or requested by Tarrant County, we will mutually agree on the applicable travel costs at such time.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).





## EXHIBIT C

### Service Level Agreement

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. **Service Availability**

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## EXHIBIT C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience\*:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

*\* Support Resources may be limited for certain applications.*

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day



For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

#### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**EXHIBIT D**  
**Statement of Work for**  
**Implementation of Enterprise Jury Manager,**  
**Browser-based Jury Management System**  
**SaaS Implementation**  
**In Tarrant County, TX**

Tyler Technologies will implement Enterprise Jury Manager in **Tarrant County, TX** under the following terms.

## **Project Terms**

**Tyler will...**

1. Provide a subscription to use the following Products:
  - **Enterprise Jury Manager;** web-based jury management system;
  - **Enterprise Juror Access;** interactive web response system;
  - **Enterprise Jury Voice;** interactive voice response system;
2. Provide the following Recurring Services:
  - **Enterprise Jury Hosting;** hosting services for all products and services listed in this SOW;
  - **Enterprise Jury Message;** text-messaging service;
  - **Source List Update (SLU)** whereby Tyler will merge/purge the existing source list with the new source data to be provided by the Client. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed. (Additional SLUs can be performed at an additional cost per Client's local requirements);
  - **Enterprise Jury Summons;** Data-Cleansing and Summons Production/Mailing Service.
3. Provide the following Professional Services:
  - Provide project management services to coordinate all aspects of the project;
  - Provide a jury management consulting resource to conduct Business Requirements Review with the Client's appointed user committee to gather configuration and reporting information;
  - After the Business Requirements Review, Tyler will provide the Client a Project Implementation Schedule (including proposed Client timelines and deliverables in respect of the project as well as designated Client Project Milestones) for review and comment by the Client.

- Provide a standard conversion of the Client's current jury management system to Enterprise Jury Manager, to include permanent disqualified records and last reporting date;
  - Provide a jury management installation resource for the installation of Enterprise Jury Manager in a training and a production environment;
  - Provide a 2-hour, online System Administrator training session;
  - Provide 16 hours of user training session to the Client's staff;
  - Provide training and support materials including an Administration Guide and an electronic Quick Reference Guide;
  - Provide a jury management "go-live" support resource (8 hours) during the first day that jurors report under the new system.
4. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
  - Install and maintain a test and production environment of Enterprise Jury Manager. Tyler will work with Client to establish a connection to a replicated database for SSRS reports;
  - configure the DNS for use of hosted Enterprise Jury Manager;
  - install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
  - install, configure, maintain, and support the database used by Enterprise Jury Manager;
  - perform automated Server Patching via Microsoft Automatic Update;
  - provide installed anti-virus, anti-spam software, and port monitoring as part of the server environment as well as a secured, managed firewall;
  - guarantee the data will remain in the United States during transit and rest;
  - provide daily backups of the Enterprise Jury Manager environment. In addition, Enterprise Jury currently uses AWS services that leverages redundancies that are inherent to being hosted in AWS datacenters. Enterprise Jury uses AWS S3 for file storage and for storing database backups. AWS S3 provides for 9 9's of data durability, 99.99% availability and is redundant across 3 AZs at a minimum. Additionally, the availability zone (independent datacenter) used to host the server architecture itself comes equipped with redundant networking and power, as well as fire suppression and climate control.
5. Migrate data from the existing Enterprise Jury Manager into the new Enterprise Jury Manager
- The following data will be migrated:
    - i. Candidate data for those that meet one or more of the following criteria:
      1. On Active pools
      2. Within the exemption period
      3. Permanently Disqualified
      4. Not a duplicate

- ii. Jury Manager, Juror Access, and Jury Voice Settings
- iii. Questionnaires
- iv. Seat Charts
- v. Reports (actively used)
- The following data will not be migrated:
  - i. Candidate History
  - ii. App History
  - iii. Canned Messages
  - iv. Unused Reports
  - v. Any other data not listed in the data to be migrated as listed above
- For imported candidates, we will create candidate history to indicate which disqualifications or summons dates were migrated over
- 6. Engage with the Client in beta testing the new EJM solution. The following services will be provided during the EAP testing period:
  - An opportunity to regularly meet with the product team to provide direct feedback via video calls. The frequency/duration of calls will vary depending on the Client's and Tyler's needs, with a minimum target of one session per week.
  - A regular release cycle of new software builds to allow quick iteration on feedback. The frequency of releases will depend on the product cycle, with a target of once per week.
  - An opportunity to provide input/feedback on enhancements to the current feature set. All feedback will be taken under advisement by Tyler, and Tyler will determine when/if to implement received feedback.

**In consideration of the above, the Client agrees to:**

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user committee that will participate in the Business Requirements Review. They will assist Tyler and the project leader in gathering configuration and reporting information.
- Arrange for one or more users to test and provide feedback on the new EJM during the beta testing period. Users must be able to spend at least 5 hours per week on beta-testing activities and meet at least once per week with Tyler on video calls to provide feedback.
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Provide a single point of contact as Tier 1 support for any software support issues or questions;
- Provide assistance to the Client's IT personnel to assist with issues related to any hardware, software, or connectivity on the Client's premises;
- Provide all hardware and software for premise connectivity;

- At the Client's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
  - Google Maps API key
- The jury management system will rely on access to the Client's SMTP server for the purpose of sending outbound emails. The Client agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP hostname or IP address, assigned username and password, port number, and any required firewall exception(s) to facilitate access.
- Provide and purchase any required SSL certificates.
- Use the solution on equipment that meets the following minimum specifications:
  - Jury Manager (Desktop):
    - Resolution: 1440x900 (1920\*1080 recommended)
    - RAM: 8GB
    - CPU: Quad-Core
    - Browser: The latest version of Microsoft Edge (Chrome-Based), Google Chrome, Firefox, or Safari
    - OS: Windows 10+, MacOS 11+
  - Jury Manager (Tablet)
    - Resolution: 1080x820
    - RAM: 3GB
    - CPU: Quad-Core
    - Browser: The latest version of Safari or Chrome
    - OS: iPad OS 15+, Android 11+, Windows 10+
  - Juror Access
    - Any modern web browser (IE11 not supported)

Completion of the Early Adopter Phase is defined as below:

- Priority Level 1 and Priority Level 2 reported issues have been resolved or the Client and Tyler have mutually agreed to a plan to resolve the issues.
- Client can successfully complete the following functions:
  - Create a pool of prospective jurors.
  - Qualify and process candidate requests
  - Record attendance of prospective jurors
  - Calendar cases
  - Create panel of prospective jurors (random selection or pre-create)

- Empanel Juries
- Attend seated jurors
- Disburse payments to prospective jurors
- Messaging (SMS, emails are successfully being sent)





**EXHIBIT D**  
**Schedule 1**  
**JURY MASTER SOURCE DATA COMMITMENT**

Tyler Technologies ("Tyler") acknowledges and agrees that the Tarrant County District Clerk, pursuant to the Texas Government Code, is the sole custodian of the Tarrant County Jury Master List ("Jury Master List").

The Jury Master List is a combination of voter registration lists and the Department of Public Safety (DPS) records.

1. **Voter registration lists:** The names of all registered voters in the county are included.
2. **Department of Public Safety (DPS) records:** This list includes individuals who hold a valid Texas driver's license or identification card issued by the DPS and are not otherwise disqualified from jury service.

Tyler further agrees that no modification, alteration, deletion, or other change shall be made to the Jury Master List data without the express, prior written consent (including via email) of the Tarrant County District Clerk or its authorized representative.

Tyler Technologies also agrees that, in the event it creates additional backups or otherwise replicates Tarrant County's data beyond the daily backup described in the Statement of Work, it shall promptly notify Tarrant County in writing of the creation of any such backup or replica and the location(s) where such replica(s) is stored.

The parties acknowledge that the District Clerk and the Jury Bailiff, pursuant to the Texas Government Code, are responsible for the following in relation to the Jury Manager System:

1. Receiving and maintaining the combined list of potential jurors.
2. Managing the jury wheel and the random selection of jurors.
3. Summoning jurors for service.
4. Maintaining jury records.
5. Collaborating with the Jury Commission (if applicable).

These responsibilities shall remain unchanged with the upgrade to the SaaS Jury Manager System, and Tyler shall perform the services under this Agreement to help facilitate the District Clerk's fulfillment of these duties as required by law.



**EXHIBIT E**  
**Twilio Terms of Service and Acceptable Use Policy**

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[Print this page](#)

Customer and Partner Agreements	▼
Privacy	▼
Mobile Application Terms	▼
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Intellectual Property	▼
Resources for Law Enforcement	▼
Civil Requests	▼
Code of Conduct & Ethics Hotline	▼
Digital Promotions General Rules	▼
Customer Research and User Experience	▼
Legal Notices for Twilio's Web Site	▼
Italy ALIAS Database Code of Conduct	▼

## Twilio Terms of Service

**Last Updated:** February 14, 2023

*These Terms of Service are effective on February 14, 2023, if you created your account or accepted or otherwise agreed to them on or after February 14, 2023.*

*These Terms of Service are effective on March 15, 2023, if you created your account or accepted or otherwise agreed to a previous version of these Terms of Service prior to February 14, 2023.*

*Please read our [online notice](#), which explains the changes to these Terms of Service and our other legal terms and conditions in more detail.*

*The most recent prior version of these Terms of Service is available [here](#).*

*If you were under the Partner Terms of Service (PTOS), the Partner Terms of Service (PTOS) has been replaced with these Terms of Service. The most recent prior version of the Partner Terms of Service (PTOS) is available [here](#).*

If you were under the Twilio Segment Partner Program Agreement, the Twilio Segment Partner Program Agreement has been replaced with these Terms of Service. The most recent prior version of the Twilio Segment Partner Program Agreement is available [here](#).

## Table of Contents

1. Definitions
2. Services
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4. Ownership, Customer Data, and Confidentiality
5. Representations, Warranties, and Disclaimer
6. Mutual Indemnification
7. Limitation of Liability
8. Term, Termination, and Survival
9. General
10. Additional Terms

*It is important that you review and understand these terms before using our services. If you do not agree to these terms, you should not agree to them, create an account, or use our services. Only the terms to the right are legally binding.*

*Our services are generally intended for business or professional use only.*

*If you have a separate agreement with us for the use of our services, these terms will not apply to you. However, these terms will apply if any services you use are not covered under that separate agreement.*

*These terms are effective on the date you accept them. The Twilio entity that is entering into these terms depends on where your business entity is registered. Please see the table below for more information.*

PLEASE REVIEW THESE TWILIO TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE TWILIO TERMS OF SERVICE BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING. IF YOU DO NOT AGREE TO THESE TWILIO TERMS OF SERVICE, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE SERVICES (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW).

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

*If you have a separate written agreement with Twilio for your use of the Services, these Twilio Terms of Service will not apply to you, unless that written agreement does not cover a particular Service, in which case, these Twilio Terms of Service apply solely to your use of that particular Service.*

These Twilio Terms of Service ("**Agreement**") set forth the terms for your use of the Services and are effective as of the date you accept or otherwise agree to the terms of this Agreement ("**Effective Date**"). This Agreement is between the applicable Twilio entity identified below ("**Twilio**") and you or the organization on whose behalf you are accepting or otherwise agreeing to the terms of this Agreement ("**you**", "**your**", "**yours**", or "**Customer**").

**If you are domiciled in:**

Any country outside of the European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco, other than Japan

**Twilio entity entering into this Agreement:**

Twilio Inc., a Delaware corporation, with a place of business at 101 Spear Street, 5th Floor, San Francisco, California, 94105, United States of America

Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco

Twilio Ireland Limited, a company registered in the Republic of Ireland, whose registered address is 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland

Japan

Twilio Japan G.K., a Japanese company with a place of business at Link Square Shinjuku 16F, 5-27-5 Sendagaya, Shibuya-ku, Tokyo 151-0051, Japan

*These terms might change. We will let you know at least 30 days before we make any significant changes that impact you or your use of our services, unless we are unable to because of changes in laws, regulations, or carrier requirements. The updated version of these terms will be posted on this page.*

*If you keep using our services after these terms have changed and gone into effect, that means you have accepted those changes and they are legally binding on you. If you do not agree with the changed terms, you must stop using our services immediately.*

Twilio may update the terms of this Agreement from time to time. Twilio will provide you with written notice of any *material* updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. The updated version of this Agreement will be available at <https://www.twilio.com/legal/tos>. Notices for material updates to the terms of this Agreement will be given in accordance with Section 9.5 (Notices). Following such notice, your continued use of the Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

*If you reassign your account to a third-party reseller, you are still responsible for your obligations under these terms.*

If you are the party that agreed to the terms of this Agreement and you reassign your account to a third-party reseller for administration purposes, such account reassignment will not excuse your obligations under this Agreement. Your use of the Services will continue to be subject to this Agreement.

*Remember to let your imagination run wild with Twilio!*

Finally, you understand and acknowledge that by using the Services, you agree to have fun and let your imagination run wild. Twilio cannot wait to see what you build!

## 1. Definitions

*These are definitions for certain words that we will use repeatedly throughout these terms. When you see these capitalized words used as you read through these terms, they have the meanings provided in this Section 1.*

*There may be additional words that we define in the body of these terms. Make sure to look out for those - they will have quotes around them and each word will begin with a capital letter.*

**"Affiliate"** means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

**"Beta Offerings"** means Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by Twilio.

**"Customer Data"** means data and other information made available by you to Twilio in connection with your use of the Services under this Agreement.



**"Customer Services"** means any software application or other products and services provided by you and used in connection with your use of the Services under this Agreement. If applicable, Customer Services includes sources from which you choose to retrieve Customer Data and destinations to which you choose to transmit Customer Data using the Services.

**"Documentation"** means Twilio's documentation, including any usage guides and policies, for the Services, the current version of which is available at <https://www.twilio.com/docs> ↗.

**"End User"** means any user of the Services, including via any Customer Services.

**"Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Order Form"** means an ordering document between you and Twilio, or any of their Affiliates, that specifies mutually agreed upon rates for certain Services and any commercial terms related thereto.

**"Services"** means the products and services provided by Twilio or its Affiliates, as applicable, that (a) you use, including, without limitation, products and services that are on a trial basis or otherwise free of charge or (b) you order under an Order Form. Services excludes any Customer Services and Third Party Services (as defined below).

**"Service Usage Data"** means any data that is derived from the use of the Services that does not directly or indirectly identify you, your End Users, or any natural person and includes (a) data such as volumes, frequencies, bounce rates, and Service performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you, your End Users, or any natural person.

**"Support Terms"** means the support-related terms for the Services, the current version of which is available at <https://www.twilio.com/support-plans>.

**"Third Party Services"** means any products, services, or software components that are purchased by you from Twilio, but provided, or otherwise made available, by a third party (i.e., a party other than Twilio). Third Party Services are governed by a separate agreement between you and the third-party provider.

**"Twilio Acceptable Use Policy"** means certain terms relating to the use of the Services, including the [Service and Country Specific Requirements](#) set forth therein, the current version of which is available at <https://www.twilio.com/legal/aup>.

**"Twilio Data Protection Addendum"** means the personal data processing-related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/data-protection-addendum>.

**"Twilio Security Overview"** means the security related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/security-overview>.

**"Twilio SLA"** means the service level agreement for the Services, the current version of which is available at <https://www.twilio.com/legal/service-level-agreement>.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Agreement.

## 2. Services

We will make our services available to you according to [our published documentation on our website ↗](#) and [our service level agreement](#). We will also protect your data and our services according to [our security overview](#).

---

2.1 Provision of the Services. Twilio will: (a) provide the Services to you pursuant to this Agreement, the applicable Documentation, and any applicable Order Form(s); (b) comply with the Twilio SLA; (c) comply with the security terms for the Services as set forth in the Twilio Security Overview; (d) provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e., without regard for your particular use of the Services), subject to your use of the Services in accordance with this Agreement, the applicable Documentation, and any applicable Order Form(s); (e) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete Malicious Code; (f) if applicable, use trained, qualified personnel to provide the Services; and (g) use commercially reasonable efforts to provide you with applicable support for the Services as described in the Support Terms.

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*Here are some “dos” and “don’ts” you must follow when using our services:*

- (a) You’re responsible for all use of our services under your account;*
  - (b) You will not transfer, resell, or make available to third parties our services, except to your end users as part of the software applications you develop or products and services you offer;*
  - (c) You will use our services according to these terms, [our Acceptable Use Policy](#), including [our service and country specific terms](#), and any laws or regulations;*
  - (d) You are responsible for your end users, including all of their activities;*
  - (e) You will prevent unauthorized access to or use of our services;*
  - (f) You will cooperate during information requests we receive relating to your use of our services; and*
  - (g) You will comply with your promises in Section 5 (Representations, Warranties, and Disclaimer) below.*
- 

2.2 Customer Responsibilities. You will: (a) be solely responsible for all use of the Services and Documentation under your account and the Customer Services; (b) not transfer, resell, lease, license, or otherwise make available the Services to third parties (except to make the Services available to your End Users) or offer them on a standalone basis; (c) use the Services only in accordance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of your End Users, including their compliance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Twilio promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (g) comply with your representations and warranties set forth in Section 5 (Representations, Warranties, and Disclaimer).

---

*We can suspend your use of our services in the following situations:*



(a) You or your end users violate [our Acceptable Use Policy](#) and [our service and country specific terms](#);

(b) You send fraudulent traffic using our services or your use of our services negatively impacts the operation of our services;

(c) Legal or regulatory conditions prohibit us from providing our services;

(d) Your use or your end users' use threatens the security or operability of our services; or

(e) The information about you in your account is not true, accurate, or complete.

---

2.3 Suspension of Services. Twilio may suspend the Services upon written notice to you if Twilio, in good faith, determines: (a) that you or your End Users materially breach (or Twilio, in good faith, believes that you or your End Users have materially breached) the Twilio Acceptable Use Policy; (b) there is an unusual and material spike or increase in your use of the Services and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; (c) that its provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you or your End Users that threatens the security, integrity, or availability of the Services; or (e) that information in your account is untrue, inaccurate, or incomplete. You remain responsible for the Fees (as defined in Section 3.3 (Payment Terms)).

---

*Our services operate on a multi-tenant platform, which we are always looking to innovate and make better. As such, our services may change over time. We will let you know in advance if any changes to our services are not backwards compatible. We may also work with you to resolve any significant negative impacts that result from changes to our services that are not backwards compatible.*

---

2.4 Changes to the Services. You acknowledge that the features and functions of the Services may change over time; provided, however, Twilio will not materially decrease the overall functionality of the Services. It is your responsibility to ensure the Customer Services are compatible with the Services. Twilio endeavors to avoid changes to the Services that are not backwards compatible, however, if any such changes become necessary, Twilio will use commercially reasonable efforts to notify you at least sixty (60) days prior to implementation. In the event Twilio makes a non-backwards compatible change to certain Services and such change materially and negatively impacts your use of the Services ("**Adverse Change**"), (a) you will notify Twilio of the Adverse Change and (b) Twilio may agree to work with you to resolve or otherwise address the Adverse Change, except where Twilio, in its sole discretion, has determined that an Adverse Change is required for security reasons, by telecommunications providers, or to comply with applicable law or regulation.

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*You may use products called beta offerings, which are not generally available (e.g., services that are in alpha, beta, limited release). You are not required to use our beta offerings in order to use our services.*

---

2.5 Beta Offerings. From time to time, Twilio may make available Beta Offerings. You may, in your sole discretion, choose to use a Beta Offering. Twilio may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available. To the extent you use any Beta Offerings that are only made available to a limited number of customers on an

invitation basis in a non-public or private manner (collectively, "**Private Beta Offerings**"), the additional terms in Section 10.1 (Private Beta Offerings) apply to you.

### 3. Fees and Payment Terms

*The fees you pay to us are either outlined in a signed order form or on [our list of fees on our website](#).*

3.1 Fees. You agree to pay the fees set forth in the applicable Order Form(s). If you use any Services not set forth in the applicable Order Form(s), you will be charged the applicable rates available at <https://www.twilio.com/pricing>.

*You agree to pay taxes, communications surcharges (e.g., pass-through carrier fees), and costs, fines, or penalties that we incur relating to your use of our services. Taxes and communications surcharges are shown as separate line items on your invoice, so you can identify them easily.*

*If you are exempt from paying any taxes or communications surcharges, please let us know at [taxforms@twilio.com](mailto:taxforms@twilio.com) [↗](#) and provide us with the up-to-date exemption information or proof.*

#### 3.2 Taxes and Communications Surcharges

3.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "**Taxes**"). You will pay all Taxes in connection with this Agreement, excluding any taxes based on Twilio's net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to Twilio, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by Twilio. You will provide Twilio with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

3.2.2 Communications Charges. If applicable, all fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "**Communications Surcharges**"). You will pay all Communications Surcharges in connection with your use of the Services. Communications Surcharges will be shown as a separate line item on an invoice. You will pay all costs, fines, or penalties that are imposed on Twilio by a government or regulatory body or a telecommunications provider as a result of your or your End Users' use of the Services.

3.2.3 Exemption. If you are exempt from paying certain Taxes or Communications Surcharges, you will provide the necessary exemption information as requested by Twilio or a valid exemption certificate issued by the appropriate authority via e-mail to [taxforms@twilio.com](mailto:taxforms@twilio.com) [↗](#). You will be exempt on a going-forward basis once Twilio has approved your exemption request. If the appropriate authority determines, at any time, that you are not exempt from paying any Taxes or Communications Surcharges, you will promptly pay such Taxes or Communications Surcharges to Twilio, plus any applicable interest or penalties.



*You agree to pay us for any services you use.*

*If you add funds to your account via credit card, you must make sure you have added sufficient funds to cover the fees you owe us. If you do not have sufficient funds in your account to cover the fees you owe us or your credit card declines, then we may suspend our services to all of your accounts.*

*If we approve you for invoicing, you agree to pay the fees owed to us in US dollars, unless another currency is shown on your order form or invoice, no later than 30 days after the date of the invoice.*

*If you do not pay on time, then we will send you a late notice. If we do not get your payment within 15 days of the date of the late notice, then we may charge a late fee and suspend our services to all of your accounts. Please pay us on time.*

*You also may not create new accounts until any fees that you owe us are paid in full.*

3.3 Payment Terms. Except as otherwise expressly set forth herein, payment obligations are non-cancelable and fees, Taxes, and Communications Surcharges (collectively, "**Fees**"), once paid, are non-refundable. Except as otherwise set forth in the applicable Order Form(s) and subject to Section 3.3.3 (Payment Disputes), You will pay the Fees due hereunder in accordance with the following applicable payment method:

3.3.1 Credit Card. If you elect to add funds to your account by credit card and use such funds to pay the Fees due, you are responsible for ensuring such funds cover the Fees due. If your account does not have sufficient funds or your credit card declines a charge for the Fees due, Twilio may suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

3.3.2 Invoicing. If you elect to receive invoices and Twilio approves you for the same, then, except as otherwise set forth in the applicable Order Form(s), (a) invoices will be sent to you each month, via email to the email address(es) you designate in your account and (b) you will pay the Fees due within thirty (30) days of the date of the invoice. Except as otherwise set forth in the applicable Order Form(s) or an invoice to the extent you procure the Services without any applicable Order Form(s), the Fees are payable in United States dollars. If you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same, then Twilio may (i) assess and you will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law and (ii) suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

*If you ever think that we charged you the wrong amount and you want to dispute it, then let us know in writing within 60 days of the billing date for the charge in question. You have to be reasonable when disputing a charge and must act in good faith and cooperate with us to resolve the dispute.*

3.3.3 Payment Disputes. You will notify Twilio in writing within sixty (60) days of the date Twilio bills you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are disputing any Fees, you must act reasonably and in good faith and will cooperate diligently with Twilio to resolve the dispute. Twilio will not charge you a late fee or suspend the provision of the Services for unpaid Fees that are in dispute, unless you fail to cooperate diligently with Twilio or Twilio determines the dispute is not reasonable or brought in good faith by you.

*If you are purchasing our services through a third-party fulfillment reseller, then you will pay the fees incurred for using our services to that third-party fulfillment reseller instead of us. If you fail to pay the third-party fulfillment reseller on time, our services may be suspended.*

3.4 Fulfillment Resale. If you are purchasing the Services through a third-party fulfillment reseller that is solely responsible for facilitating payments to Twilio for your use of the Services ("**Fulfillment Reseller**"), you will pay all fees due for your use of the Services directly to the Fulfillment Reseller in accordance with your agreement with the Fulfillment Reseller ("**Fulfillment Agreement**"). If you breach your payment obligations to the Fulfillment Reseller and fail to cure such breach within the time period specified in the Fulfillment Agreement, the Fulfillment Reseller or Twilio may suspend the provision of the Services to you upon written notice.

## 4. Ownership, Customer Data, and Confidentiality

*What is ours is ours, including our services, [our published documentation on our website ↗](#), our confidential information, data that is derived from the use of our services that does not identify or no longer identifies you, your end users, or any natural person, and any feedback you or your end users provide to us about our services. What is yours is yours, including the software applications you develop or products and services you offer, your confidential information, and your data.*

4.1 Ownership Rights. As between the parties, Twilio exclusively owns and reserves all right, title, and interest in and to the Services, the Documentation, Twilio's Confidential Information (as defined in Section 4.3.1 (Definition)), Service Usage Data, and any feedback or suggestions you or your End Users provide regarding the Services. As between the parties, you exclusively own and reserve all right, title, and interest in and to the Customer Services, your Confidential Information, and Customer Data, subject to Twilio's rights to process Customer Data in accordance with this Agreement.

*We or our affiliates can use your data in order to provide you with our services according to our obligations in these terms and the terms of [our Data Protection Addendum](#).*

4.2 Customer Data. You grant Twilio and its Affiliates the right to process Customer Data as necessary to provide the Services in a manner that is consistent with this Agreement and the Twilio Data Protection Addendum. You are responsible for the quality and integrity of Customer Data.

*Neither of us will tell anyone else about or use the confidential information that we got from each other, except to carry out each of our individual obligations under these terms.*

*If either of us shares the other's confidential information with third parties, then the one sharing that confidential information will make sure those third parties comply with these confidentiality obligations.*

#### 4.3 Confidentiality

4.3.1 Definition. "**Confidential Information**" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, this Agreement, Order Form(s), Customer Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, "know how", inventions, and financial, technical, or other business information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of this Agreement or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

4.3.2 Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under this Agreement and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to Receiving Party's Affiliates, and Receiving Party's and its Affiliates' respective employees, legal counsel, accountants, contractors, and in Twilio's case, subcontractors (collectively, "**Representatives**") who have a "need to know" as necessary for Receiving Party to exercise its rights or fulfill its obligations under this Agreement. Receiving Party will be responsible for its Representatives' compliance with this Section 4.3. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 4.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, you may disclose Twilio's SOC2 or similar report, which will constitute Twilio's Confidential Information, only to your End Users or your End Users' employee or contract worker who has a "need to know" for such SOC2 or similar report and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 4.3.

*Either of us may disclose the confidential information we got from the other if required by a law, regulation, subpoena, or a court order, if we fulfill certain conditions, such as providing notice, if legally allowed, and reasonable cooperation.*

4.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "**Compelled Disclosures**"), provided Receiving Party gives Disclosing Party written notice of a Compelled Disclosure (to the extent legally permitted). Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense.

*Money alone may not be enough to make either of us whole if one of us breaks our promise of confidentiality. As such, either of us may seek other remedies, like gag orders, if needed.*

4.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 4.3 and that, in the event of an actual or threatened breach of the provisions of this Section 4.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

*We may use and display your name, logo, and a description of how you use our services on our website, in earnings releases, and in other marketing materials. We promise to follow any usage guidelines that you provide to us.*

4.4 Use of Marks. You grant Twilio the right to use and display your name, logo, and a description of your use case(s) on Twilio's website, in earnings releases and calls, and in marketing and promotional materials, subject to your standard trademark usage guidelines that you expressly provide to Twilio.

## 5. Representations, Warranties, and Disclaimer

*Each of us agrees to these terms and promises it has the legal power to do so.*

5.1 Power and Authority Representation. Each party represents and warrants that it has validly accepted or entered into this Agreement and has the legal power to do so.

*Each of us will follow anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and government orders. Each of us also confirms that we, or our organization, is not on any government sanctions or restricted party lists of people and organizations that companies like Twilio are not allowed to do business with.*

*If you or your end users become placed on any government sanctions or restricted party lists, you will stop using our services and remove any end users' access to our services.*

5.2 Anti-Corruption and International Trade Laws. Each party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "**Anti-Corruption and Trade Laws**") in the jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States, and (b) represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. You will promptly notify Twilio in writing of any actual or potential violation of Anti-Corruption and Trade Laws in connection with the use of the Services and take all



appropriate steps to remedy or resolve such violations, including any steps requested by Twilio. If applicable, you represent that you have obtained, and warrant that you will continue to obtain, all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and in your case, also your End Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "**Sanctions Lists**"). You will immediately (i) discontinue your use of the Services if you become placed on any Sanctions List and (ii) remove your End Users' access to the Services if your End Users become placed on any Sanctions List. You represent that you have not, and warrant that you will not, export, re-export, or transfer the Services to an entity on any Sanctions List without prior authorization from the applicable governmental authority. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party if the other party is in breach of its obligations in this Section 5.2. If your account is blocked because it is operating in a country or region prohibited under this Section 5.2, you will receive notice of your account being inoperable when you attempt to log into your account in such prohibited country or region.

*You will only give us data for which you provided any required notices and received any required permissions, including in a manner as required by law or regulation. In addition, we will only use this data according to Section 4.2 (Customer Data) above.*

5.3 Consents and Permissions. You represent and warrant that you have provided and will continue to provide adequate notices, and that you have obtained and will continue to obtain the necessary permissions and consents, to provide Customer Data to Twilio for processing pursuant to Section 4.2 (Customer Data).

*Our services will work the way we say they will in [our published documentation on our website](#) ↗.*

5.4 Services. Twilio represents and warrants that the Services perform materially in accordance with the applicable Documentation. Your exclusive remedy for a breach of this Section 5.4 will be, at Twilio's option, to (a) remediate any material non-conformity or (b) refund you the Fees paid for the time period during which the affected Services do not comply with this Section 5.4.

*Except for any of the explicit promises in this Section 5, we are offering our services "as is." You also understand that we are not responsible if anything happens to your data outside of our network or for anything that happens resulting from:*

*(a) your use of our beta offerings;*

*(b) the software applications you develop or the products and services you offer; or*

*(c) any products and services provided by a third-party provider.*

5.5 DISCLAIMER. WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO

THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT TWILIO WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TWILIO MAKES NO WARRANTIES AND WILL HAVE NO LIABILITY FOR ANY BETA OFFERINGS, CUSTOMER SERVICES, OR THIRD PARTY SERVICES WHATSOEVER.

## 6. Mutual Indemnification

*If someone comes after you claiming that our provision of our services violates their intellectual property rights, we will fight that fight for you and pay any awarded damages or settlement we enter into.*

### 6.1 Indemnification by Twilio

6.1.1 Scope of Indemnification. Twilio will defend you, your Affiliates, and each of their directors, officers, and employees (collectively, "**Customer Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Customer Indemnified Party by a third party alleging that Twilio's provision of the Services infringes or misappropriates such third party's intellectual property rights ("**Twilio Indemnifiable Claim**"). Twilio will indemnify you from any fines, penalties, damages, attorneys' fees, and costs awarded against a Customer Indemnified Party or for settlement amounts approved by Twilio for a Twilio Indemnifiable Claim.

*If we think our services infringe someone's intellectual property rights, then, in addition to fighting the fight as we talk about above, we will either obtain the rights for you to continue to use our services or modify our services, so they do not infringe. If we cannot do either of these, we will terminate these terms and refund you any prepaid and unused fees.*

6.1.2 Infringement Options. If Twilio's provision of the Services has become, or in Twilio's opinion is likely to become, the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, Twilio may at its option and expense: (a) procure the right to continue to provide the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement, or, if applicable, terminate the Services that are the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, and refund you any unused pre-paid Fees.

*In this Section 6.1.3, we describe situations where we do not have to indemnify you, such as (a) your violation of these terms, (b) any claims brought against you by someone due to your use of our services in combination with other applications or services, or (c) your use of our services that are free of charge or our beta offerings.*

6.1.3 Limitations. Twilio will have no liability or obligation under this Section 6.1 with respect to any Twilio Indemnifiable Claim arising out of (a) your use of the Services in breach of this Agreement; (b) the combination, operation, or use of the Services with other applications, portions of applications, products, or services, including, without limitation, the Customer Services or Third Party Services, where the Services would not by themselves be infringing; or (c) Services for which there is no charge or Beta Offerings.

*Similar to above, you need to fight the fight if someone comes after us because you or your end users breach your responsibilities in Section 2.2 (Customer Responsibilities) or because of the software applications you develop or the products and services you offer.*

6.2 Indemnification by Customer. You will defend Twilio, its Affiliates, and each of their directors, officers, and employees (collectively, "**Twilio Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of: (a) your or your End Users' breach of Section 2.2 (Customer Responsibilities) or (b) any Customer Services infringing or misappropriating such third party's intellectual property rights (collectively, "**Customer Indemnifiable Claims**"). You will indemnify Twilio from any fines, penalties, damages, attorneys' fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts that you approve for a Customer Indemnifiable Claim.

*This Section 6.3 outlines the indemnification process - how it works, what is required, etc. It applies to both of us equally. Please be sure to read it.*

6.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Customer Indemnifiable Claim or Twilio Indemnifiable Claim (individually or collectively referred to herein as a "**Claim**") in writing; provided, however, that the failure to give prompt written notice will not relieve Indemnifying Party of its obligations hereunder, except to the extent that Indemnifying Party was actually and materially prejudiced by such failure; (b) Indemnifying Party will have the sole authority to defend or settle a Claim; and (c) Indemnified Party will reasonably cooperate with Indemnifying Party in connection with Indemnifying Party's activities hereunder, at Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, Indemnifying Party will not settle any Claim for which it has an obligation to indemnify under this Section 6 admitting liability or fault on behalf of Indemnified Party, nor create any obligation on behalf of Indemnified Party without Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

6.4 Exclusive Remedy. This Section 6 states Indemnifying Party's sole liability to, and Indemnified Party's exclusive remedy against, the other party for any third-party claims.

## 7. Limitation of Liability

*This Section 7.1 outlines the types of damages that are available in the event of a claim. At a high level, neither of us is responsible for damages that indirectly result from an incident.*

7.1 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

*Generally speaking, any direct damages either of us might owe to the other are capped at the amounts you paid us (or should have paid us) in the 12-month period before the incident occurred.*

7.2 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

*The only exceptions to the limitations in Section 7.1 (Limitation on Indirect, Consequential, and Related Damages) and Section 7.2 (Limitation of Liability) are for your violation of your responsibilities in Section 2.2 (Customer Responsibilities), your payment obligations in Section 3 (Fees and Payment Terms), and both of our indemnification obligations in Section 6 (Mutual Indemnification).*

7.3 EXCEPTIONS TO THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 7.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 7.1 AND SECTION 7.2 DO NOT APPLY TO (a) YOUR BREACH OF SECTION 2.2 (CUSTOMER RESPONSIBILITIES); (b) YOUR AND YOUR AFFILIATES' BREACH OF SECTION 3 (FEES AND PAYMENT TERMS); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (MUTUAL INDEMNIFICATION).

## 8. Term, Termination, and Survival

*These terms will be valid and effective from the date you agree to them until they are ended according to one of the events in Section 8.2 (Termination) below.*

8.1 Agreement Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with Section 8.2 (Termination) ("**Term**").



*Either of us may end these terms by providing the other with 30 days advance notice. However, if you have any order forms in effect, those order forms will remain in effect for the duration of their order form term and these terms will continue to apply.*

## 8.2 Termination

8.2.1 For Convenience. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days prior written notice. Notwithstanding the preceding sentence, if there are any Order Form(s) in effect, this Agreement will not terminate until all such Order Form(s) have expired or have been terminated in accordance with the terms therein.

*If either of us violates these terms and does not fix the violation within 15 days, the other one may end these terms.*

*Ending these terms will result in the closure of all of your accounts.*

8.2.2 Material Breach. Either party may terminate this Agreement (including all Order Form(s) and Services that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) days of the date of written notice of such breach. For the avoidance of doubt, a breach of the Twilio Acceptable Use Policy will be considered a material breach of this Agreement. If Twilio terminates this Agreement because of your material breach, then Twilio will also close your accounts.

*Either of us may end these terms by providing the other with written notice if the other goes bankrupt or fails to continue its business.*

8.2.3 Insolvency. Subject to applicable law, either party may terminate this Agreement immediately by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

*Certain important terms live on even after these terms end. That includes your payment obligations to us and the specific sections mentioned on the right.*

8.3 Survival. Upon termination of this Agreement, the terms of this Section 8.3 and the terms of the following Sections will survive: Section 2.1(c) (regarding the Twilio Security Overview), Section 3 (Fees and Payment Terms), Section 4 (Ownership, Customer Data, and Confidentiality), Section 5.5 (Disclaimer), Section 6 (Mutual Indemnification), Section 7 (Limitation of Liability), Section 9 (General), and any applicable terms in Section 10 (Additional Terms).

## 9. General

*Your affiliates may use our services according to these terms. However, you and your affiliates are both responsible for the activities of your affiliates.*

9.1.1 Affiliates of Customer. Your Affiliates may use the Services under and in accordance with the terms of this Agreement. You represent and warrant that you have sufficient rights and the authority to make this Agreement binding upon each of your Affiliates. You and each of your Affiliates will be jointly and severally liable for the acts and omissions of such Affiliate in connection with this Agreement and such Affiliate's use of the Services. Only you will bring any claim against Twilio on behalf of your Affiliates.

*Our affiliates may provide you or your affiliates with our services or bill you or your affiliates on behalf of us or another Twilio entity providing our services.*

9.1.2 Affiliates of Twilio. An Affiliate of Twilio may provide the Services, or a portion thereof, to you or your Affiliates, as applicable, in accordance with this Agreement and any applicable Order Form(s) with such Affiliate of Twilio. Twilio will (a) be responsible for the Services its Affiliates provide and (b) not be relieved of its obligations under this Agreement if its Affiliates provide the Services or a portion thereof. Twilio will enforce the terms of this Agreement relating to the Services its Affiliates provide. Notwithstanding anything to the contrary in this Agreement, an Affiliate of Twilio may directly bill you or your Affiliates, as applicable, (i) for the Services it provides or (ii) solely as a billing agent for Twilio or the Affiliate of Twilio providing the Services, as applicable.

*Neither of us may transfer our obligations under these terms without the other's prior written consent, unless either of us is transferring our obligations to an entity that is assuming either of our assets or business or to either of our affiliates.*

9.2 Assignment. Neither party may assign or otherwise transfer this Agreement or any applicable Order Form(s), in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement or any applicable Order Form(s), in whole or in part, without consent to (a) a successor to all or part of its assets or business or (b) an Affiliate. Any attempted assignment or transfer by either party in violation hereof will be void. Subject to the foregoing, this Agreement and any applicable Order Form(s) will be binding on the parties and their respective successors and permitted assigns.

*These terms do not create any special relationship between us, like an employer-employee relationship, joint venture, or a partnership. Nothing will change that. Each of us is responsible for our own employees and agents.*

9.3 Relationship. Each party is an independent contractor in the performance of each and every part of this Agreement. Nothing in this Agreement is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency,

joint venture, or franchise. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages, or debts of any type whatsoever that may arise on account of its activities, or those of its employees and agents, in the performance of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

*These terms are strictly between you and us. No third parties have any rights under these terms unless we already say so in these terms.*

9.4 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party (including your End Users or an Affiliate) unless it expressly states that it does.

*If you need to notify us, you must send notices via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com).*

*If we need to notify you, we will notify you via email to the email address designated in your account or via your account portal.*

9.5 Notices. Notices to Twilio will be provided via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com). All notices to you will be provided via email to the relevant contact(s) you designate in your account.

*These terms are governed by the law specified in the table below, depending on where your business entity is registered.*

*If we go to court to resolve a dispute between us, then the courts specified in the table below, depending on where your business entity is registered, will be responsible for resolving that dispute.*

9.6 Governing Law and Attorneys' Fees. This Agreement will be governed by and interpreted according to the laws of the applicable state or country identified below without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 9.7 (Dispute Resolution), any legal suit, action, or proceeding arising out of or relating to this Agreement or the Services will be instituted in the applicable courts identified below and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such legal suit, action, or proceeding will be entitled to reimbursement of its attorneys' fees and related costs by the non-prevailing party.

<b>If you are domiciled in:</b>	<b>Governing law:</b>	<b>Courts with personal jurisdiction:</b>
Any country outside of the (a) European Economic Area and its	State of California	State or federal courts of San Francisco, California, United

<b>If you are domiciled in:</b>	<b>Governing law:</b>	<b>Courts with personal jurisdiction:</b>
regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (b) Asia-Pacific region, other than Brazil and Japan		States of America
Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco	England and Wales	Courts of London, England, United Kingdom
Any country within the Asia-Pacific region, other than Japan	Singapore	Courts of Singapore
Brazil	Brazil	Courts of the City and State of São Paulo, Brazil
Japan	Japan (including its procedural rules)	Tokyo District Court

*If there is a dispute (except for intellectual property disputes) between us, each of us will escalate the dispute internally to see if we can resolve it. If we cannot, each of us agrees to resolve the dispute through binding arbitration.*

9.7 Dispute Resolution. In the event of any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, “**Disputes**”), each party’s senior representatives will, in good faith, attempt to resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS’ Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to between the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in (a) San Francisco, California, if you are domiciled in any country outside of the (i) European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (ii) Asia-Pacific region; (b) London, England, if you are domiciled in any country within the European Economic Area



or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco; or (c) Singapore, if you are domiciled in any country within the Asia-Pacific region.

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*If neither of us can carry out our obligations under these terms because something crazy happens beyond either of our control (think earthquake, massive power outage, war), then that does not count as a violation of these terms.*

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9.8 Force Majeure. No failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster (collectively, “**Force Majeure Events**”). The party affected by a Force Majeure Event will take all reasonable actions to minimize the consequences of any such event.

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*If neither of us enforces any part of these terms, that does not mean that we cannot enforce that part now or in the future.*

*If there are inconsistencies between the various terms and conditions that make up these terms, the order of precedence will be as follows to resolve those inconsistencies: (1) any order forms; (2) [our Data Protection Addendum](#); (3) the terms set forth in the body of these Terms of Service; (4) [our Acceptable Use Policy](#), including [our service and country specific terms](#); (5) any other terms and conditions incorporated into these terms; and (6) [our published documentation on our website](#) ↗.*

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9.9 Waiver and Order of Precedence. No failure or delay by either party in exercising any right or enforcing any provision under this Agreement will constitute a waiver of that right or provision, or any other provision. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form(s), (2) the Twilio Data Protection Addendum, (3) the terms set forth in the body of this Twilio Terms of Service, (4) the Twilio Acceptable Use Policy, (5) any other terms incorporated by reference herein or any other exhibits or attachments hereto, and (6) the applicable Documentation.

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*If any part of these terms is not legally enforceable, the rest of these terms will still be legally enforceable.*

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9.10 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

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*These terms and these terms only govern our relationship with each other and your use of our services. Any terms and conditions outside of these terms will be invalid and not apply.*

9.11 Entire Agreement. This Agreement (including all exhibits and attachments hereto) will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written. No oral or written information or advice given by Twilio, its agents, or its employees will create a warranty or in any way increase the scope of the warranties or obligations in this Agreement. The parties agree that any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document will be construed solely as evidence of your internal business processes and the terms and conditions contained therein will be void and have no effect with regard to this Agreement, even if accepted by Twilio or executed by the parties after the Effective Date.

## 10. Additional Terms

*If you use any of our non-public or private beta offerings, these terms apply to you.*

10.1 Private Beta Offerings. Any Private Beta Offerings made available to Customer are strictly for testing and experimentation purposes only. Customer acknowledges that, by their nature, Private Beta Offerings may (a) not meet speed or performance benchmarks or expectations; (b) have gaps in functionality; and (c) contain bugs. The Support Terms and Twilio SLA do not apply to Private Beta Offerings. Private Beta Offerings, and any information related to such Private Beta Offerings, including their existence, are considered Twilio's Confidential Information.

*If you are a U.S. Federal or U.S. state entity, or a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the U.S. Department of the Interior, these terms apply to you.*

10.2 United States Federal, State, and Tribal Governments. If you are a (a) United States federal entity, including without limitation, a bureau, office, agency, department, or other entity of the United States government; (b) a United States state entity, including without limitation, a bureau, department, office, or other entity of a state or a local, county, borough, commonwealth city, municipality, town, township, special purpose district, or other entity established by the laws of a state and located in such state; or (c) a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the United States Department of the Interior by virtue of its status as an Indian tribe, or in Alaska, a Native village or Alaska Regional Native corporation, the following terms apply:

10.2.1 Failure to Pay. Twilio may assess, and you will pay, interest equal to the maximum amount allowable by applicable law, if you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same.

10.2.2 Public Disclosure Laws. Section 4.3.2 (Use and Disclosure) of this Agreement does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws applicable to you ("**Public Disclosure Laws**"), provided that, to the extent permissible, any material legal terms included in this Agreement (e.g., representations and warranties, indemnification,

limitation of liability) and any trade secrets, non-publicly available pricing, future business plans, future product plans or features, or business strategies of Twilio are redacted.

10.2.3 Compelled Disclosure of Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense to the extent permitted by applicable law.

10.2.4 Customer Services IP Infringement. You represent and warrant that the Customer Services do not, and will not, infringe or misappropriate a third party's intellectual property rights. Your breach of this Section 10.2.4 will not be subject to liability limitations set forth in Section 7 (Limitation of Liability) of this Agreement.

10.2.5 Use of Marks. Twilio will not use your name, logo, or a description of your use case(s) on Twilio's website, earnings release and calls, or marketing or promotional materials without your prior written consent.

10.2.6 Indemnification by Customer. Your obligations in Section 6.2 (Indemnification by Customer) of this Agreement will apply to the extent permitted by applicable law, regulation, or procedure.

10.2.7 Assignment. The ability of either party to assign this Agreement without consent pursuant to Section 9.2 (Assignment) of this Agreement will not apply where prohibited by applicable law.

10.2.8 Governing Law. Section 9.6 (Governing Law and Attorneys' Fees) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Governing Law. This Agreement will be governed by and interpreted according to (a) United States Federal law, if you are a United States Federal entity, or (b) the laws of the state in which you are located without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction, if you are not a United States Federal entity. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.*

10.2.9 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Except as otherwise specified in applicable law, in the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).*

10.2.10 Code of Federal Regulations. Twilio agrees to comply with the clauses included under 48 C.F.R. § 52.244-6 Subcontracts for Commercial Products and Commercial Services, and all applicable equal opportunity laws including the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 C.F.R. §§ 60-1 -60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference into this Agreement.

10.2.11 Commercial Items. The Services are "Commercially available off-the-shelf (COTS) items", consisting of "Commercial Products(s)," "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 2.101. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1-227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being provided (a) only as Commercial Items and (b) with only



those rights as are granted to all other Twilio customers. Unpublished-rights are reserved under the copyright laws of the United States.

10.2.12 Conflict. In the event of any conflict between this Section 10.2 and any other terms of this Agreement, this Section 10.2 will prevail.

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*If you are a microenterprise, small enterprise, or a not for profit organisation and use our services within the EEA or U.K., these terms apply to you.*

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10.3 European Electronic Communications Code. If you are a microenterprise, small enterprise, or not for profit organisation, and Twilio provides you the Services within the European Economic Area or United Kingdom, you agree you have read and accept the European Electronic Communications Code Rights Waiver available at <https://www.twilio.com/legal/service-country-specific-terms/eu-eecc-waiver>.

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*If your business entity is registered in Brazil, these terms apply to you.*

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10.4 Brazil. If you are domiciled in Brazil, the following terms apply:

10.4.1 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may commence (a) litigation proceedings if the amounts being sought are less than two hundred thousand dollars (\$200,000 USD) or (b) binding arbitration under the Rules of CAM-CCBC if the amounts being sought are greater than or equal to two hundred thousand dollars (\$200,000 USD). To the extent a Dispute is submitted for arbitration, the parties will share equally the fees and expenses of the CAM-CCBC arbitrator. The arbitration will be conducted by a sole arbitrator chosen by the mutual agreement of the parties or, failing that, by CAM-CCBC under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in the City and State of São Paulo, Brazil.*

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*If your business entity is registered in Japan, these terms apply to you.*

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10.5 Japan. If you are domiciled in Japan, the following terms apply:

10.5.1 Intended Use. The Services are intended for business use by corporate or business entities, and you agree that you will not use the Services for any personal or individual use.

10.5.2 Required Information and Verification Process. Depending on the Services you use, you may be required to submit copies of government-issued ID documents to Twilio and/or complete verification processes (e.g., via post) as required under applicable law or regulation, including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds and the Telecommunications Business Act.

10.5.3 Taxes and Communications Surcharges. Taxes, as defined in Section 3.2.1 (Taxes) of this Agreement, will include Japanese consumption tax. The universal service fee and the telephone relay service fee charged by telecommunication providers (e.g., carriers) will be borne by you as part of the Communications Surcharges set forth in Section 3.2.2 (Communications Surcharges) of this Agreement.

10.5.4 Currency. All Fees are payable in Japanese Yen, except as otherwise set forth in writing, including in an applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form.

10.5.5 Intellectual Property Rights. Any intellectual property rights vested by Twilio under this Agreement will include the rights set forth in Article 27 (Right of Adaptation) and 28 (Original Author's Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against Twilio, or any other third parties designated by Twilio, any moral rights you may have in any contents, including, without limitation, the feedback or suggestions you or your End Users provide regarding the Services that Twilio is entitled to exploit under this Agreement.

10.5.6 Anti-Social Forces. Each party represents and warrants that it (a) is not an anti-social force (meaning here and hereinafter, gangsters, right-wing groups, anti-social forces, and others equivalent thereto) and (b) does not have any exchange or involvement with anti-social forces, such as cooperation or involvement in the maintenance, operation, or management of anti-social forces, through funding, or other means.

10.5.7 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "**Disputes**"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).*

10.5.8 Conflict. In the event of any conflict between this Section 10.5 and any other terms of this Agreement, this Section 10.5 will prevail.

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*If you are joining or participating in any of Twilio's partner programs, these terms apply to you.*

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10.6 Partner Program. If you are joining or participating in any Twilio partner program (e.g., Twilio Build, Twilio Showcase, Twilio Segment Select) ("**Partner Program**"), the following terms apply:

10.6.1 Partner Program Acceptance Conditions. Your acceptance into the applicable Partner Program is conditioned on (a) Twilio's approval of your completed application to join such applicable Partner Program, if applicable; (b) your satisfaction of all Partner Program acceptance qualifications and requirements that are communicated to you in writing by Twilio; and (c) your acceptance and compliance with the terms of this Agreement.

10.6.2 Partner Program Guides and Policies. You will comply with the applicable Partner Program guides and policies available at <https://www.twilio.com/legal/partner-program-policies>.

10.6.3 Use of Marks and Publicity. Each party ("**Licensor**") grants the other party ("**Licensee**") the right to use and display Licensor's trademarks, service marks, names, logos, images, Partner Program participation badges, collateral, or similar materials ("**Brand Elements**") (a) to identify the parties' relationship and (b) for marketing activities relating to the applicable Partner Program. Any Brand Elements will be used in accordance with Licensor's then-current Brand Elements guidelines. Twilio's Brand Elements guidelines are available at <https://www.twilio.com/legal/trademark> and <https://brand.segment.com> ↗. Twilio's Brand Elements are non-transferrable, and Twilio may revoke your right to use and display Twilio's Brand Elements at any time upon written notice to you. Neither party will issue any press releases or public announcements relating to the Partner Program, or your participation in the Partner Program, without the other party's prior written approval.

10.6.4 Partner Program Removal. Twilio may, for any reason or no reason, remove you from the applicable Partner Program, or your access to the applicable Partner Program account portal, upon thirty (30) days prior written notice to you.

10.6.5 Conflict. In the event of any conflict between this Section 10.6 and any other terms of this Agreement, this Section 10.6 will prevail.



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Privacy	▼
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Code of Conduct & Ethics Hotline	▼
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Italy ALIAS Database Code of Conduct	▼

## Acceptable Use Policy

**Last Updated:** February 14, 2023

This Acceptable Use Policy ("**AUP**") describes rules that apply to any party ("**you**", "**your**", "**yours**", or "**Customer**") using any products and services provided by Twilio Inc. or any of its affiliates ("**Services**") and any user of the Services, including via any products and services provided by Customer ("**End User**"). Twilio Inc. together with its affiliates will be referred to as "**Twilio**" in this AUP. The prohibited conduct in this AUP is not exhaustive. Customer is responsible for its End Users' compliance with this AUP. If Customer or any End User violates this AUP, Twilio may suspend Customer's use of the Services. This AUP may be updated by Twilio from time to time upon reasonable notice, which may be provided via Customer's account, e-mail, or by posting an updated version of this AUP at <https://www.twilio.com/legal/aup>.

**No Inappropriate Content or Users.** Do not use the Services to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, content or communications which Twilio determines (a) is false or inaccurate; (b) is hateful or encourages hatred or violence against individuals or groups; or (c) could endanger public safety. This prohibition includes use of the Services by a hate group. Customer and its End Users are also prohibited from using the Services to promote, or enable the transmission of or access to, any prohibited content or communications described in this paragraph.



**Prohibited Activities.** Do not use the Services to engage in or encourage any activity that is illegal, deceptive, harmful, a violation of others' rights, or harmful to Twilio's business operations or reputation, including:

- **Violations of Laws or Standards.** Violating laws, regulations, governmental orders, industry standards, or telecommunications providers' requirements or guidance in any applicable jurisdiction, including any of the foregoing that require (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.
- **Interference with the Services.** Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Services.
- **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

**No Service Integrity Violations.** Do not violate the integrity of the Services, including:

- **Bypassing Service Limitations.** Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- **Security Vulnerabilities.** Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- **Disabling the Services.** Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.
- **Harmful Code or Bots.** Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- **Unauthorized Access.** Attempting to gain unauthorized access to the Services.

**Data Safeguards.** Customer is responsible for determining whether the Services offer appropriate safeguards for Customer's use of the Services, including, but not limited to, any safeguards required by applicable law or regulation, prior to transmitting or processing, or prior to permitting End Users to transmit or process, any data or communications via the Services.

**Service and Country Specific Requirements.** Additional requirements for specific (a) Services, including any country specific requirements, and (b) products and services that are purchased from Twilio, but provided, or otherwise made available, by a third party are, in either case, set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Customer uses those specific (i) Services or (ii) third-party products and services.

Violations of this AUP, including any prohibited content or communications, may be reported to <https://www.twilio.com/help/abuse>. Customer agrees to immediately report any violation of this AUP to Twilio and provide cooperation, as requested by Twilio, to investigate and/or remedy that violation.

09302024

APPROVED AS TO FORM:

CERTIFICATION OF

AVAILABLE FUNDS: \$ 139,126.00

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

Kimberly M. Buchanan  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.