



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners ("Client").

WHEREAS Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Alachua County, Florida.
- **"Data"** means the Client's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for the Client's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to the Client, or their functional equivalent. 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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 Tyler provides or otherwise makes available to the Client, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both the Client's and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of the Client 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 the Client or us.

- **“Investment Summary”** 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“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 the Client’s and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“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 Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“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.
- **“Third Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third-party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“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 and licensed by us to the Client through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B –SAAS SERVICES

1. Rights Granted.

- 1.1 Tyler grants to the Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for the Client's internal business purposes for the number of Defined Users only. The Tyler Software will be made available to the Client according to the terms of the SLA. The Client acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. The Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C (9). The foregoing notwithstanding, to the extent Tyler has sold the Client perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which the Client is receiving SaaS Services, the Client's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B (4). Tyler will make any such software available to the Client for download.
2. SaaS Fees. The Client agrees to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. The Client may add additional users or additional data storage capacity on the terms set forth in Section H (1). In the event the Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge the Client additional fees commensurate with the overage(s).
3. Ownership.
- 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. The Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to the Client and may be used and copied by the Client's employees for internal, non-commercial reference purposes only.
- 3.3 The Client retains all ownership and intellectual property rights to the Data. The Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. The Client 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.
5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler 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 (9), below, the SLA and our then current

Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as the Client is timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide the Client with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which the Client makes a written request, Tyler will provide that same information. If our SaaS Services are provided using a 3rd party data center, Tyler will provide available compliance reports for that data center.
- 6.2 The Client will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing the Client's Data will be dedicated to the Client and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, Tyler reserves the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, Tyler commits to a Recovery Point Objective ("RPO") of 1 hour and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of the Client's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which the Client's access to the Tyler Software must be restored.
- 6.4 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide the Client with a written or electronic record of the actions taken by us in the event that any unauthorized access to the Client's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at the Client's written request. The Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 Tyler tests our disaster recovery plan on an annual basis. Our standard test is not client specific. Should the Client request a client-specific disaster recovery test, Tyler will work with the Client to schedule and execute such a test on a mutually agreeable schedule. At the Client's written request, Tyler will provide test results to the Client within a commercially reasonable timeframe after receipt of the request.
- 6.6 Tyler will be responsible for importing back-up and verifying that the Client can log-in. The

Client will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 Tyler provides secure Data transmission paths between each of the Client's workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers 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.

6.9 Where applicable with respect to our applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirms that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide the Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. The Client agrees to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Client acknowledges that the fees stated in the Investment Summary are good faith estimates of the amount of time and materials required for the Client's implementation. Tyler will bill the Client the actual fees incurred based on the in-scope services provided to the Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the agreement without mutual written consent of the parties.
3. Additional Services. The Investment Summary 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 our understanding of the specifications the Client supplied. If additional work is required, or if the Client uses or requests additional services, Tyler will provide the Client 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.

For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the agreement without mutual written consent of the parties.

4. Cancellation. If travel is required, Tyler 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 the Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by us), the Client will be liable for all (a) non-refundable expenses incurred by us on the Client's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign our personnel. Tyler will make all reasonable efforts to reassign personnel in the event the Client cancels within two (2) weeks of scheduled commitments.
5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to the Client.
6. Site Access and Requirements. At no cost to us, the Client agrees to provide us with full and free access to the Client's 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 the Client and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. The Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of the Client's personnel. The Client agrees 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. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the Client's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as the Client timely pays the Client's 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, Tyler will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 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;
 - 9.4 make available to the Client all releases to the Tyler Software (including updates and

enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to the Client's PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as Tyler may be reasonably required to perform remote services. Tyler will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, the Client agrees to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. Tyler strongly recommends that the Client also maintain the Client's VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (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 the Client on a time and materials basis at our then current rates. The Client must request those services with at least one (1) week's advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third-Party Hardware, if the Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, the Client will receive access to the Third-Party Software and related documentation for internal business purposes only. The Client's rights to the Third-Party Software will be governed by the Third-Party Terms.
3. Third Party Products Warranties.

3.1 Tyler is 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, the Client will receive free and clear title to the Third-Party Hardware.

3.3 The Client acknowledges that Tyler is not the manufacturer of the Third-Party Products. Tyler does not warrant or guarantee the performance of the Third-Party Products. However, Tyler grants and passes through to the Client any warranty that Tyler may receive from the Developer or supplier of the Third-Party Products.

4. Third Party Services. If the Client has 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 and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice the Client the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E (2).
2. Invoice Disputes. If the Client believes any delivered software or service does not conform to the warranties in this Agreement, the Client will provide us with written notice within thirty (30) days of the Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues the Client contends are in dispute so that Tyler can confirm the issue and respond to the Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the Client's notice. Tyler will work with the Client 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 the Client's notice. The Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of the Client's failure to complete the items agreed to be done by the Client, then the Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if the Client fails 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 three (3) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, SaaS fees for the Client's first two (2) annual renewals (years four (4) and five (5)) will not increase more than five percent (5%) on an annualized basis. Subsequent SaaS fees (years six (6) and beyond) will be at our then-current rates. The Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, the Client will pay us for all undisputed fees and expenses related to the software, products, and/or services the Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than the Client's termination for

cause must have been submitted as invoice disputes in accordance with Section E (2).

- 2.1 Failure to Pay SaaS Fees. The Client acknowledges that continued access to the SaaS Services is contingent upon the Client's timely payment of SaaS Fees. If the Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny the Client access to the Tyler Software. Tyler may also terminate this Agreement if the Client does 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 the Client believes Tyler has materially breached this Agreement, the Client will invoke the Dispute Resolution clause set forth in Section H (3). The Client may terminate this Agreement for cause in the event Tyler does 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).
- 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 the Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, the Client may unilaterally terminate this Agreement upon thirty (30) days written notice to us. The Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. The Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Tyler will defend the Client 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 Tyler consents). The Client must notify us promptly in writing of the claim and give us sole control over its defense or settlement. The Client agrees 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 the Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or the Client's willful infringement.
- 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at our expense and without obligation to do so, either: (a) procure for the Client 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 the Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case the Client 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 the Client's 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 Tyler consents), Tyler will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides the Client's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 Indemnification. TYLER HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM (a) PERSONAL INJURY OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY TYLER'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR (b) TYLER'S VIOLATION OF PCI-DSS REQUIREMENTS OR A LAW APPLICABLE TO TYLER'S PERFORMANCE UNDER THIS AGREEMENT. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Tyler's insurance coverage. Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. This indemnification provision will survive the termination of this Agreement.

2.2 To the extent permitted by applicable law, and subject to §768.28, Florida Statutes, as may be amended, Client will indemnify and hold harmless Tyler and our 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 personal injury or property damage to the extent caused by Client's negligence; or (b) Client's violation of a law applicable to Client's performance under this Agreement. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS 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 THE CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), 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, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH 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) AND G (2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, Tyler agrees 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; (e) Excess/Umbrella Liability of at least \$5,000,000; and (f) Cyber Liability Coverage in an amount not less than \$1,000,000 per claim. Tyler agrees to purchase tail coverage for any claims-made policies for at least three (3) years after termination of the Agreement. Tyler will add the Client, the Alachua County Board of County Commissioners, as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the Client as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide the Client with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** The Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, the Client may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** The Client agrees to provide us with written notice within thirty (30) days of becoming aware of a dispute. The Client agrees 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. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, then the parties shall 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 the Client or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If the Client is a tax-exempt entity, the Client agrees to provide us with a

tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities, and the Client will reimburse us for such taxes. If the Client has a valid direct-pay permit, the Client agrees to provide us with a copy. For clarity, Tyler is responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. Tyler 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. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has 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 the Client's project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without the Client's 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 the Client's 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, the Client's 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 the Client's 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 the Client 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 the Client 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 the Client, if any, are for the Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the

remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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. Tyler is 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. The Client agrees that Tyler may identify the Client by name in client lists, marketing presentations, and promotional materials.
17. Public Records. In accordance with §119.0701, Florida Statutes, Tyler, *if and to the extent Chapter 119 is applicable to Tyler's performance pursuant to this Agreement*, shall, as required by Florida law:
 - a. Keep and maintain public records required by the Client to perform the Services.
 - b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Tyler does not transfer the records to the Client.
 - d. Upon completion of the Agreement, transfer, at no cost, to the Client all public records in possession of Tyler or keep and maintain public records required by the Client to perform the Services. If Tyler transfers all public records to the Client upon completion of the Agreement, Tyler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tyler keeps and maintains public records upon completion of the Agreement, Tyler shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the Client's information technology systems.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT publicrecordsrequest@alachuacounty.us OR (352) 384-3132 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

18. 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. 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;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (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, such as §119.0701, Florida Statutes or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event the Client receives an open records or other similar applicable request, the Client will give us prompt notice and otherwise perform the functions required by applicable law.
19. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of the Client's Data. In the event Tyler detects malware or other conditions associated with the Client's Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, Tyler reserves the absolute right to move the Client's Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. The Client's Data will remain in such quarantine for a period of at least six (6) months during which time Tyler will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, Tyler will coordinate with the Client the restoration of the Client's Data to a non-quarantined environment. In the event the Client's Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, Tyler reserves the right to require payment of additional fees for the extended duration of quarantine. Tyler will provide an estimate of what those costs will be upon the Client's request.
20. Business License. In the event a local business license is required for us to perform services hereunder, the Client will promptly notify us and provide us with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Client's state of domicile, without regard to its rules on conflicts of law.
22. 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.
23. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves 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.
24. Socrata Solution Terms. The Client's use of certain Tyler solutions includes Tyler's Socrata data platform. The Client's rights, and the rights of any of the Client's end users, to use Tyler's Socrata data platform are subject to the Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, the Client certifies that the Client has reviewed, understands, and agrees to said terms.
25. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary
Schedule 1: Migration Modules |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms
Schedule 1: Pattern Stream Terms
Schedule 2: ThinPrint Terms
Schedule 3: DocOrigin Terms
Schedule 4: BMI End User License Agreements |
| Exhibit E | Statement of Work |

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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.

Alachua County, Florida

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: August 30, 2022

Date: _____

Address for Notices:

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

Address for Notices:

Alachua County
12 SE 1st Street
Gainesville, FL 32601-6826
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to the Client under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Tim Vickers
 Quote Expiration: 09/23/22
 Quote Name: Alachua County-ERP-Munis- Core Financials & Payroll/HR
 Quote Description: Alachua County-ERP-Munis-Core Financials & Payroll/HR
 SaaS Term 3.00

Sales Quotation For:

Alachua County
 12 SE 1st St
 Gainesville FL 32601-6826
 Phone: +1 (352) 338-7366

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	456	\$ 22,428.34
Accounts Payable	1	120	\$ 0.00
BMI Asset Track Interface	1	60	\$ 4,832.00
BMI CollectIT Interface	1	60	\$ 4,832.00
Budgeting	1	172	\$ 0.00
Capital Assets	1	228	\$ 2,884.78
Cash Management	1	128	\$ 2,244.58
Contract Management	1	116	\$ 2,884.78
Inventory	1	228	\$ 56,197.00
Project & Grant Accounting	1	172	\$ 5,769.56
Purchasing	1	516	\$ 6,731.80
Human Resources Management			
Human Resources & Talent Management	1	144	\$ 16,666.54
Payroll w/ESS	1	240	\$ 61,287.78
Recruiting	1	32	\$ 3,356.00

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CONFIDENTIAL

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Risk Management	1	32	\$ 3,737.00
Revenue Management			
Accounts Receivable	1	344	\$ 0.00
General Billing	1	172	\$ 2,884.78
Content Management			
Content Manager Core	1	64	\$ 62,879.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	228	\$ 39,321.86
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 15,246.00
Subscription Fees			
ACFR Statement Builder	1	40	\$ 6,731.80
Recurring Services			
Payroll Tax Table Updates	1	0	\$ 1,000.00
TOTAL		3552	\$ 321,915.60

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	14	\$ 14,800.00	\$ 207,200.00	\$ 0.00
Onsite Miscellaneous Implementation Hours	96	\$ 210.00	\$ 20,160.00	\$ 0.00
Remote Miscellaneous Implementation Hours	240	\$ 185.00	\$ 44,400.00	\$ 0.00
Conversions – See Detailed Breakdown Below			\$ 80,302.00	\$ 0.00
Onsite Implementation	916	\$ 210.00	\$ 192,360.00	\$ 0.00
Remote Implementation	2636	\$ 185.00	\$ 487,660.00	\$ 0.00
TOTAL			\$ 1,032,082.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit		Total Price	Unit		Total
			Discount			Maint/SaaS	Maint/SaaS Discount	Maint/SaaS
BMI AssetTrak FA Bar Code/RFID Scanning System	1	\$ 8,030.00	\$ 0.00		\$ 8,030.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI CollectIT Barcode PrinterKit	1	\$ 795.00	\$ 0.00		\$ 795.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI CollectIT V2 Inventory Mobile Scanning Device Kit	1	\$ 3,250.00	\$ 0.00		\$ 3,250.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI On-Site Setup and Installation Services	1	\$ 1,795.00	\$ 0.00		\$ 1,795.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI RFID Asset Tag Reader - AssetTrak ARS	1	\$ 1,295.00	\$ 0.00		\$ 1,295.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - Implementation	80	\$ 185.00	\$ 0.00		\$ 14,800.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00		\$ 0.00	\$ 34,790.00	\$ 0.00	\$ 34,790.00
TOTAL					\$ 29,965.00			\$ 34,790.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 321,915.60
Total Tyler Services	\$ 1,032,082.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 29,965.00	\$ 34,790.00
Summary Total	\$ 1,062,047.00	\$ 356,705.60
Contract Total	\$ 2,062,583.80	
Estimated Travel Expenses excl in Contract Total	\$ 52,060.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	\$ 4,700.00	\$ 2,350.00	\$ 2,350.00
AC - Budgets up to 3 years	1	\$ 4,700.00	\$ 2,350.00	\$ 2,350.00
AC Standard COA	1	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 7,000.00	\$ 3,500.00	\$ 3,500.00
AP - Invoice up to 5 years	1	\$ 8,500.00	\$ 4,250.00	\$ 4,250.00
AP Standard Master	1	\$ 4,050.00	\$ 2,025.00	\$ 2,025.00
Capital Assets				
CA - History	1	\$ 4,700.00	\$ 2,350.00	\$ 2,350.00
CA Std Master	1	\$ 6,750.00	\$ 3,375.00	\$ 3,375.00
Contract Management				
Contracts	1	\$ 6,500.00	\$ 3,250.00	\$ 3,250.00
General Billing				
GB - Bills up to 5 years	1	\$ 8,100.00	\$ 4,050.00	\$ 4,050.00
GB - Recurring Invoices	1	\$ 6,750.00	\$ 3,375.00	\$ 3,375.00
GB Std CID	1	\$ 3,780.00	\$ 1,890.00	\$ 1,890.00
Payroll				
HR Human Resources - Certifications	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Education	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - PM Action History up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Position Control	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Recruiting	1	\$ 1,400.00	\$ 700.00	\$ 700.00
PR Payroll - Accrual Balances	1	\$ 1,500.00	\$ 750.00	\$ 750.00
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00

PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 600.00	\$ 600.00
PR Payroll - Deductions	1	\$ 1,800.00	\$ 900.00	\$ 900.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
PR Payroll - Standard	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
PR Payroll - State Retirement Tables	1	\$ 1,400.00	\$ 700.00	\$ 700.00
Professional Services				
H.T.E. Data Miscellaneous Conversion Assistance	1	\$ 25,000.00	\$ 0.00	\$ 25,000.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	\$ 4,700.00	\$ 2,350.00	\$ 2,350.00
PG - Budgets up to 3 years	1	\$ 4,700.00	\$ 2,350.00	\$ 2,350.00
PGA Standard	1	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00
Purchasing				
Purchasing - Standard	1	\$ 6,075.00	\$ 3,038.00	\$ 3,037.00
TOTAL				\$ 80,302.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Bid Management	1	116	\$ 26,360.00
eProcurement	1	64	\$ 38,650.00
Human Resources Management			
Employee Expense Reimbursement	1	116	\$ 21,074.00
Revenue Management			
Cashiering	1	116	\$ 64,397.00
Recurring Services			
Managed Detection & Response	1	0	\$ 75,000.00

TOTAL:**412****\$ 225,481.00****Optional Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Install Fee - Managed Detection & Response	1	\$ 2,000.00	\$ 2,000.00	\$ 0.00
Conversion – See Detailed Breakdown Below			\$ 10,800.00	\$ 0.00
Onsite Implementation	112	\$ 210.00	\$ 23,520.00	\$ 0.00
Remote Implementation	300	\$ 185.00	\$ 55,500.00	\$ 0.00
TOTAL			\$ 91,820.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Koa Hills - Historical Archive Database Module - Financials - Annual Hosting (SaaS)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,570.00	\$ 0.00	\$ 25,570.00
Koa Hills - Historical Archive Database Module - HCM - Annual Hosting (SaaS)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,715.00	\$ 0.00	\$ 19,715.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 2,363.00			\$ 45,285.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Inventory				

IN - Commodity Codes	1	\$ 4,050.00	\$ 0.00	\$ 4,050.00
IN Std Master	1	\$ 6,750.00	\$ 0.00	\$ 6,750.00
TOTAL				\$ 10,800.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 200 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

AssetTrak PPC Software, MC3190Z Portable Data terminal, Integrated RFID reader software upgrades, Up to 4 hours of remote Install/training via GoToMeeting.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Enterprise ERP Inventory Communicator Desktop Utility, 4G LTE ATT/T-Mobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Android 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - \$295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Enterprise ERP Web Services Inventory Module Interface.

BMI On-Site Setup and Training Services - AssetTrak ARS or CollectIT, Up to 8 hrs, all travel expenses are extra.

BMI RFID Reader for AssetTrak CL-1862 Bluetooth RFID Reader programmed for AssetTrak ARS, 2 batteries, Power supply and 1 year manufacturer's warranty. Note: CL-1862 Interfaces to and requires a PA760 Mobile Scanning Device.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.



Exhibit A
Schedule 1
Migration Modules

Financial Management Base Suite
Asset Management
Bank Reconciliation
Contract Accounting
Misc. Billing and Receivables
Government (GASB) Reporting
Purchasing Base
Grant Management
Third Party Document Imaging Interface
Unlimited Site License
Project Accounting
Human Resources Management Base Suite
Benefit Tracking
Benefits Administration
Employee Event Tracking
Leave Management
Personnel Action Processing
Third Party Applicant Interface
Time and Attendance Interface
Position Budgeting
Decision Support Base Datamart
Dashboards for FM
Dashboards for HR
Financial Analytics
HR/Payroll Analytics
eSuite Base
eBenefits Administration
eEmployee
Library
Poll Workers



Exhibit B

Invoicing and Payment Policy

Tyler will provide the Client with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice the Client for the applicable software and services in the Investment Summary as set forth below. The Client's rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement and continuing for the initial three (3) years of the Agreement. The Client's annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, SaaS fees will be at our then-current rates; provided, however, SaaS fees for the Client's first two (2) annual renewals (years four (4) and five (5)) will not increase more than five percent (5%) on an annualized basis. Subsequent SaaS fees (years six (6) and beyond) will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If the Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon the Client's acceptance of the Best Practice Recommendations, by module, and 50% upon the Client's acceptance of custom desktop procedures, by module. If the Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill the Client the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill the Client the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler

Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. The Client must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. The Client may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. The Client’s annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the Client’s annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to the Client for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance for the Third-Party Software is invoiced when Tyler makes it available to the Client for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; Tyler reserves the right to charge the Client an administrative fee depending on the extent of the Client’s requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a

credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



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 Tyler will provide to the Client to ensure the availability of the application services that the Client has requested us to provide. 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 the Client's applications, content or equipment, or the acts or omissions of any of the Client's service users or third-party providers over whom Tyler exercises 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: (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. The Client's Responsibilities

Whenever the Client experiences Downtime, the Client must make a support call according to the procedures outlined in the Support Call Process. The Client will receive a support case number.

b. Our Responsibilities

When our support team receives a call from the Client that Downtime has occurred or is occurring, Tyler will work with the Client 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). Tyler will also work with the Client to resume normal operations.

c. Client Relief

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

In order to receive relief credits, the Client 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. Tyler will respond to the Client's 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% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

Tyler performs 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, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

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, Tyler 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 – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge-based search engine that lets the Client search multiple sources simultaneously to find the answers the Client needs, 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 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, Tyler will provide the Client with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon



receipt of such a Defect notification, Tyler will use commercially reasonable efforts to meet the resolution targets set forth below.

Tyler will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist the Client's 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 locations; 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, the Client may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with the Client 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
Third Party Terms

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Exhibit D
Schedule 1
Pattern Stream Terms

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Finite Matters Ltd. Consolidated Terms

Part I

FINITE MATTERS LTD.

PATTERNSTREAM® AUTOMATED DOCUMENT SYSTEM SOFTWARE LICENSE AGREEMENT

Notice to User

By signing an agreement for access to the software identified above or by clicking on the "I ACCEPT" button, you are consenting to be bound by and are becoming a party to this License Agreement, which is a legal document between you and Finite Matters Ltd., a Virginia corporation ("Licensor"). If you do not agree to all of the terms of this License Agreement, do not sign an agreement for access to the software or click the "I DO NOT ACCEPT" button.

By installing or using the accompanying software, you agree to be bound by the terms of this Agreement. If you do not agree, you are not licensed to use the software, and you must remove the software from your system and return any tangible copies of the software in your possession or control to Licensor.

Software License

License Grant. Licensor hereby grants to you a non-exclusive, NON-TRANSFERABLE, limited license (the "License") to use the accompanying software application and data (the "Program") on any computer located at your business premises and any other computers or devices owned or controlled by you which can be accessed from outside your business premises by a telecommunications network or otherwise.

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Title. Title to the Program is not transferred to you. Ownership of the Program and all subsequent copies of the Program regardless of the form or media in or on which the original and other copies subsequently may exist, remains in Licensor.

Limited Warranty and Disclaimer

Limited Warranty. Licensor warrants that, for a period of 90 days from the date you receive the Program: (i) the medium, if any, upon which the Program is provided to you by Licensor will be free from defects in material and workmanship under normal use, and (ii) the Program will perform substantially in accordance with its accompanying documentation when operated in the computing environment specified by Licensor. Licensor does not warrant, however, that the Program will meet your requirements, that your use of the Program will be uninterrupted, that the operation of the Program will be error-free or secure, or that any defects in the Program will be corrected.

Terms of Use Contents

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<https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>

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Finite Matters Ltd. Consolidated Terms

Modifications to the Program, subsection of the Program to accident, abuse, or improper use, or violation of the terms of this Agreement shall void this limited warranty immediately. This warranty shall not apply if the Program is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Program was designed to be used as described in the accompanying documentation.

DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PROGRAM AND ANY DOCUMENTATION ARE PROVIDED 'AS IS,' 'WITH ALL FAULTS' AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM OR AGAINST INFRINGEMENT.

Limitation of Remedies. Licensor's entire liability and your exclusive remedy for breach of any expressed or implied warranty shall be, at Licensor's option, either (i) replacement of the Program or media that does not conform to the Limited Warranty contained in this Agreement and which is returned to Licensor with a copy of your purchase receipt prior to expiration of the applicable warranty period, or (ii) a refund of your purchase price for the Program upon return of the Program and all documentation with a copy of your purchase receipt prior to expiration of the applicable warranty period and certification that you have erased all other copies of the Program in your control or possession. Any replacement Program will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

LIMITATION OF LIABILITY. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PROGRAM LICENSED HEREUNDER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General Provisions

Termination. This Agreement and the License granted herein may be terminated by Licensor, at its sole option, if you commit a material breach of this Agreement. This Agreement and the License granted herein shall terminate immediately upon your receipt of a new version or update of the Program. Upon any termination of this Agreement, you must cease use of the Program, destroy all copies then in your possession or control, and take such other action as Licensor may reasonably require to ensure that no copies of the Program remain in your possession or control.

Export Controls. The Program, the Program technology and its related documentation may not be exported or reexported in violation of the U.S. Export Administration Act and its implementing regulations.

Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, U.S.A. as such laws apply to agreements between Virginia residents entered into and to be performed within Virginia, except as governed by Federal law. ANY ACTION OR PROCEEDING SHALL BE BROUGHT IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION IN THE COUNTY OF GOOCHLAND, VIRGINIA OR THE CITY OF RICHMOND, VIRGINIA, AND IN NO OTHER JURISDICTION.

Miscellaneous. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of this Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

U.S. Government Restricted Rights. The Program and any documentation are provided to the Government with RESTRICTED RIGHTS as defined at 48 CFR 27.401 or at DFARS 252.227-7013(a), as appropriate to the procuring agency. Notwithstanding any other lease or license agreement that pertains to, or accompanies the delivery of, the Program, use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (c)(1) and (c) (2) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, when procured or used by civilian agencies of the U.S. Government, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, when procured or used by

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Finite Matters Ltd. Consolidated Terms

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Contact Us.

If you have any questions concerning this Agreement, or if you desire to contact Licensor for any reason, please contact Finite Matters Ltd. at 3064 River Road West, Suite B, Goochland, Virginia 23063.

Part II

FINITE MATTERS LTD.

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT made and entered into between Finite Matters Ltd., a Virginia corporation (hereinafter "FML"), and the customer that has licensed the Software (hereinafter defined) from FML (hereinafter "User"), determines the obligations of FML for the maintenance of the Software.

1. Definitions

As used in this Agreement, the following definitions shall apply:

- a. "Software" shall mean the computer program(s), in object code form, identified in Schedule A, annexed hereto and made a part hereof.
- b. "Designated Equipment" shall mean the central processing unit and its associate equipment that are identified by model and serial numbers on the annexed Schedule A.
- c. "Specifications" shall mean the functional specifications for the Software in existence as of the effective date of this Agreement.
- d. "Errors, Malfunctions and Defects" shall mean the failure or inability of the Software to perform any material functions set forth in the Specifications when such Software is used on the Designated Equipment.
- e. "Nonexclusive license" means a license that does not preclude the licensor from transferring the same information, informational rights, contractual rights or permissions within the same scope to other licensees.

2. Duties of FML

- a. FML shall perform the following services during the term hereof:
 - i. Assist User in diagnosing Errors, Malfunctions and Defects when the Software is used on the Designated Equipment.
 - ii. Provide technical services to User to attempt to correct diagnosed Errors, Malfunctions and Defects.
 - iii. Provide technical services to User to attempt to keep the Software in compliance with hardware changes made to the Designated Equipment by the manufacturer thereof.
 - iv. Provide technical services to User to attempt to keep the Software compatible with the then-current version of the operating system of the Designated Equipment.

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- b. In receiving such services, User shall be entitled only to the following:
 - i. Twelve (12) telephone support incidents per Term (as hereinafter defined), not to exceed an aggregate of eight (8) hours. In the event this Agreement is renewed for one or more Renewal Terms (as hereinafter defined), User shall not receive any credit for unused incidents remaining at the end of the preceding Term. Such telephone support shall be provided during FML's standard business hours (9 a.m. to 5 p.m. Eastern Time, Monday through Friday).
 - ii. Unlimited e-mail support.
- c. During the term hereof, FML shall notify User of all major and minor Software updates, upgrades and enhancements and related updates to the Software documentation (each, a "Release"). User shall have the option to purchase each Release at FML's then-current price.

3. Duties of User

User shall provide FML with all information, documentation, technical assistance and access to the Designated Equipment as FML may require in order to perform the duties set forth in Paragraph 2 hereof. FML shall be released from its obligations hereunder if User is unable or otherwise fails to provide FML with the foregoing.

4. Fees and Taxes

- a. In consideration of FML's performance of its obligations hereunder, User shall pay FML the annual maintenance fees set forth in Schedule A hereof or, alternatively, the annual maintenance fees for FML maintenance services indicated as payable pursuant to the agreement with Tyler Technologies, Inc. ("Tyler") through which User obtained access to the Software (hereinafter, a "Tyler Agreement").
- b. User shall pay all taxes based on or in any way measured by this Agreement or any services related hereto, excluding taxes based on FML's net income. If User challenges the applicability of any such taxes, it shall pay the same to FML and User may thereafter challenge such tax and seek refund thereof.
- c. Unless annual maintenance fees for FML maintenance services, including any applicable taxes, are payable under a Tyler Agreement, such amounts shall be due and payable in advance within 10 days after the submission of invoice therefor by FML. User shall pay a late payment charge of 1.5 percent per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amounts for each calendar month or fraction thereof that any payment to FML is in arrears.

5. Proprietary Rights

- a. FML shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with User or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of the maintenance fees and taxes herein provided, FML hereby grants to User a nonexclusive license to use that portion of such corrections, programs, information and work product that FML actually delivers to User pursuant to this Agreement.
- b. Except and to the extent expressly provided herein, FML does not grant to User any right, license or other proprietary right, express or implied, in or to any corrections, programs, information or work product covered by this Agreement.

6. Negation of Warranty

FML DOES NOT WARRANT THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THAT THE SOFTWARE WILL MEET OR CONTINUE TO MEET THE SPECIFICATIONS OR THAT ANY OR ALL ERRORS, MALFUNCTIONS AND DEFECTS CAN OR WILL BE CORRECTED. ALL CORRECTIONS, PROGRAMS, INFORMATION AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

7. No Infringement Indemnification

FML SHALL HAVE NO LIABILITY TO USER FOR THE INFRINGEMENT OF ANY PROPRIETARY RIGHTS AS A RESULT OF OR RELATED TO THIS AGREEMENT OR TO ANY CORRECTIONS, PROGRAMS, INFORMATION, WORK PRODUCT OR SERVICES PROVIDED TO USER BY FML HEREUNDER.

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Finite Matters Ltd. Consolidated Terms

8. Limitation of Liability

- a. FML SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY FML HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF FML TO CORRECT ANY ERRORS, MALFUNCTIONS AND DEFECTS IN THE SOFTWARE, OR DELAY OF FML IN PERFORMING ANY SERVICES HEREUNDER.
- b. IN NO EVENT SHALL FML BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF FML HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. FML'S LIABILITY HEREUNDER TO THE USER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE ANNUAL MAINTENANCE FEES PAID TO FML HEREUNDER BY USER.

9. Termination

- a. This Agreement may be terminated upon the occurrence of one or more of the following events; provided, however, the terminating party shall have no liability to the other party for the exercise of any rights granted in this paragraph, nor shall such exercise have the effect of waiving any rights, claims, or damages to which the terminating party might be entitled:
 - i. By either party, if the other party is adjudicated bankrupt or seeks protection as a debtor, voluntarily or involuntarily, under any bankruptcy law.
 - ii. By FML, if User fails to pay the maintenance fees or taxes due FML hereunder.
 - iii. By either party, if the other party is in default of any other provision of this Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within 30 days after receipt of such notice.
- b. The failure of either party to exercise its rights of termination as provided herein shall not be deemed a waiver or limitation of the rights of such party to subsequently terminate this Agreement for any other or similar default.

10. Term

- a. This Agreement shall become effective upon FML's written acceptance of this Agreement or, in the event access to the Software is obtained pursuant to a Tyler Agreement, upon Tyler's acceptance of such Tyler Agreement.
- b. The initial term of this Agreement shall be for a period of 12 months commencing with the date of FML's acceptance of this Agreement (the "Initial Term").
- c. After expiration of any Term (as hereinafter defined), and subject to any contrary provisions in a Tyler Agreement, User shall have the right to renew this Agreement for an additional 12-month period (each, a "Renewal Term") by providing FML with 60 days prior written notice. No Renewal Term shall commence until receipt by FML of its then-current annual maintenance fees. The Initial Term and each Renewal Term shall be referred to herein as a "Term."
- d. Notwithstanding the foregoing, FML shall have the right, exercisable at its sole discretion, to terminate this Agreement effective as of the end of any Term by providing User with 30 days prior written notice thereof. This right shall be exercisable by FML without respect to any renewal notice previously, contemporaneously or subsequently provided by User pursuant to Paragraph 10(c) hereof.

11. General

- a. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and may be amended only by a writing executed by authorized representatives of both parties. FML rejects any and all additional, conflicting or inconsistent terms and conditions that may be submitted or proposed by User.
- b. User may not assign or transfer this Agreement or User's rights and obligations hereunder without FML's prior written consent.
- c. All notices, requests or other communications required shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by United States certified or registered mail, prepaid, return receipt requested, to the parties or their permitted assignees at the addresses indicated below (or at such other address as shall be given in writing by either of the parties to the other).

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Finite Matters Ltd. Consolidated Terms

- d. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. No action or proceeding based upon this Agreement or arising out of its performance shall be instituted by either party more than one year after the cause of action has accrued, and any such action or proceeding shall be brought in a federal or state court of competent jurisdiction in the County of Goochland, Virginia or the City of Richmond, Virginia, and in no other jurisdiction.
- e. In the event that FML should institute suit against User for any relief under this Agreement and substantially prevail in such suit, User shall pay to FML all reasonable expenses and court costs, including reasonable attorneys' fees, incurred by FML, which shall be deemed to have accrued on the date such suit is instituted and shall be enforceable even though such suit is not prosecuted to judgment.
- f. This Agreement shall be binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns, and shall inure to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other successors and assigns.
- g. The failure of any party at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.
- h. It is the intention of all of the parties hereto that each provision of this Agreement is severable and, if for any reason any provision is held to be invalid or unenforceable, neither the validity or enforceability of the remaining provisions of this Agreement shall be affected thereby.

Part III

FINITE MATTERS LTD.

SERVICES AGREEMENT TERMS

SECTION I. STATEMENT OF SERVICES

Subject to the terms and conditions attached hereto, Finite Matters Ltd., a Virginia corporation with a principal place of business at 3064 River Road West, Suite B, Goochland, Virginia 23063 ("FML"), shall provide professional computer programming and consulting services (the "Work") to the party who has purchased FML's services through Tyler Technologies, Inc. ("Tyler") as an authorized reseller (such purchasing party, "Customer") in accordance with the written statement of work agreed to between the parties attached hereto as Exhibit A and incorporated herein by reference as fully as though set forth herein (the "Statement of Work"). Nothing in this Agreement or the Statement of Work is intended to grant to Customer any rights in any of FML's proprietary computer software programs, including without limitation the software commonly known as PatternStream® Automated Document System (collectively, the "Software"); Customer's use of the Software is subject to a separate Software License Agreement entered into by Customer.

SECTION II. PAYMENT

Unless indicated otherwise in an agreement between Tyler and Customer (a "Tyler Agreement"), Customer will pay FML for the services performed under this Agreement in the amounts specified in the Statement of Work. In the event a Statement of Work is not attached hereto but FML performs consulting services for Customer, or if the Statement of Work does not specify the type of payments to be made by Customer, then such Work performed by FML shall be rendered on a time and materials basis. For work rendered on a time and materials basis, Customer agrees to pay FML for such services at FML's then current hourly rate, unless the parties otherwise expressly agree in writing.

SECTION III. ADDITIONAL TERMS AND CONDITIONS

1. Warranty

FML will provide the deliverables specified in the Statement of Work with the degree of skill and care that is required by customarily accepted good and sound professional practices and standards, at the time the Work is performed, to ensure all Work is correct and appropriate for the purpose intended.

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In the event of any error, omission, or other professional negligence, or any breach of the above warranty, the sole and exclusive responsibility of FML will be to re-perform the deficient Work at its own expense and FML will have no other liability whatsoever.

FML will not be responsible for any error, omission, or other professional negligence, or any breach of warranty by any other third-party software or operating system.

FML will fix errors in customized software and pattern set template files for no charge for 90 days after delivery. FML will fix any PatternStream errors at no charge.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FML SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RELATED TO ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF CUSTOMER OR CUSTOMER'S AUTHORIZED REPRESENTATIVE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

2. Schedule Contingencies

Conditions or events beyond the control of FML may jeopardize the proposed schedule for the Work. FML shall not be responsible for delays in delivery beyond FML's control. Examples of conditions or events beyond FML's control include a change in the Customer's personnel working on the project or an inability to access Customer's personnel and information.

3. Indemnity

Customer hereby undertakes and agrees to indemnify and save harmless FML, its officers, directors and employees, from any and all liability, loss, damage, suits, debts, claims, expenses, etc., whatsoever, arising directly or indirectly from this Agreement or the Statement of Work, including any patent, copyright, trade secret, or trademark infringement claims.

4. Insurance

FML will maintain, throughout the life of these tasks, insurance that meets or exceeds the limits specified by Customer.

5. Security

While at Customer's locations, FML employees will comply with the work place rules and regulations established by Customer.

6. Proprietary Information

FML understands that published products are the property of Customer. FML and its employees and contractors will not compromise Customer's property rights, intellectual property rights, or non-disclosure policies. Customer understands that the Software, including PatternStream, and associated technologies and services are proprietary to FML and shall remain proprietary to FML notwithstanding anything to the contrary contained herein.

Customer and FML will make available and disclose such software, processes, product information, and data (hereafter "Information") as the parties mutually agree are necessary and desirable for tests, analysis, review, study, evaluation, development and completion. Either party may consider portions of the Information proprietary.

Both Customer and FML agree:

- a. To permit Information access only to those personnel engaged in completing the project. Both parties will require project personnel to maintain the Information in confidence.
- b. The Information shall at all times remain the property of the respective parties and shall not be used or disclosed to anyone without the prior consent of the other party.

Notwithstanding the foregoing, this Section shall not apply to Information which:

- a. Is in the public domain.
- b. Is known and can be shown to be known by either party prior to disclosure.

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Finite Matters Ltd. Consolidated Terms

- c. Becomes part of the public domain by publication or otherwise and is not the result of any unauthorized act or omission on the part of either party; or
- d. Can be demonstrated to have been supplied to either party by a third party who is under no obligation to maintain such Information in confidence.

It is acknowledged by Customer that unauthorized copying, transfer or use of the Software, including PatternStream, or unauthorized disclosure of the Information may cause FML irreparable injury that cannot be adequately compensated for by means of monetary damages. It is therefore agreed that any breach of this section by Customer may be enforced by means of equitable relief (such as, but not necessarily limited to injunctive relief) in addition to any other rights and remedies that may be available.

7. Copyright

FML agrees that any published product resulting from the products or services provided hereunder shall become the exclusive property of Customer.

8. Software Products

Customer understands that FML is in the software development business and that FML has the right to develop software and publishing products and processes for various industry sectors.

9. Remedies

If Customer is in default of any payment hereunder or attempts to use, copy, license, or convey the items supplied by FML hereunder in a manner contrary to the terms of this Agreement or in competition with FML or in derogation of FML's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, FML shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action and the right to revoke the license for FML-supplied software. Customer hereby acknowledging that other remedies are inadequate.

10. Term

This Agreement is at the will of the parties and may be terminated by either FML or Customer at any time, with or without cause. In the event of termination of this Agreement prior to completion of the Work, Customer shall be responsible for payment for all services rendered and expenses incurred by FML up to the date of termination.

11. Notice

All notices under this Agreement or the Statement of Work shall be in writing and given either in person or by express overnight service to the principal office address of the other party (or to such other address as a party may furnish to the other as provided in this sentence), and shall be deemed received on the date of personal delivery or receipt (in the case of express overnight service).

12. Assignment; Binding Effect

Customer shall not assign, transfer or delegate any rights or obligations under this Agreement or the Statement of Work without the prior written consent of FML, which consent may be withheld in FML's sole discretion. All or any portion of the services to be provided by FML hereunder may be subcontracted by FML without Customer's consent, which subcontracting shall in no way relieve FML of its obligations hereunder. This Agreement (including these terms and conditions) and the Statement of Work shall be binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns, and shall inure to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other successors and assigns.

13. Entire Agreement

This Agreement, together with the Statement of Work, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous agreements (written or oral), if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by both parties. In the event of any conflict between the terms of this Agreement and the Statement of Work, the terms of the Statement of Work shall control.

14. No Waiver

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The failure of any party at any time or times to require the performance of any provisions of this Agreement (including these terms and conditions) or the Statement of Work shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement (including these terms and conditions) or the Statement of Work, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement (including these terms and conditions) or the Statement of Work.

15. Governing Law

This Agreement (including these terms and conditions) and the Statement of Work shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

16. Severability

It is the intention of all of the parties hereto that each provision of this Agreement (including these terms and conditions) or the Statement of Work is severable and, if for any reason any provision is held to be invalid or unenforceable, neither the validity or enforceability of the remaining provisions of this Agreement or the Statement of Work shall be affected thereby.

17. Payment

Unless indicated otherwise in an agreement between Tyler and Customer, FML shall be paid within 30 days of invoice receipt for the Work. Invoices greater than 30 days old will be assessed an additional late fee of 2.0 percent. Software invoices shall be paid on delivery.

The prices set forth in the Statement of Work include all reasonable phone and miscellaneous expenses incurred by FML personnel. These prices do not include any specialty application development, modifications, or enhancements beyond what is delineated in the Statement of Work and reasonable travel, lodging and meal expenses.

FML shall not be responsible for the payment of any local, state or federal taxes for deliverables outside the Commonwealth of Virginia.

18. Attorneys' Fees

In the event that any party should institute suit for any relief under this Agreement or the Statement of Work against the other party, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including reasonable attorneys' fees, incurred by the prevailing party, which shall be deemed to have accrued on the date such suit is instituted and shall be enforceable even though such suit is not prosecuted to judgment.

Part III EXHIBIT A

FINITE MATTERS LTD. STATEMENT OF WORK

Implementation Methodology and Assumptions: Because PatternStream Automated Document System (PADS) is an out-of-the-box application, most of the setup involves the document configuration using the PADS GUI. The publishing project is set up in an iterative manner. Queries are used in PADS to acquire information, place it in variables, create strings and other control objects, and publish the information into targets with their attributes. The Adobe FrameMaker template is modified as presentation enhancements become necessary. As each level or type of publishing is created, trials are run to test the publishing. A typical setup may use hundreds of trials to develop additional levels of presentation.

Because of the nature and FML's experience with PADS implementation, FML believes that we can rapidly setup PADS to publish the Customer's document. FML will test publish the documents from the Customer's Munis budget system, other database systems, flat files, and content, and provide it to the Customer's staff for review. It is assumed that staff personnel will verify the document content and appearance and FML complete the PADS configuration to enable the publishing of the document. Once complete, the system will enable the Customer's staff to successfully publish from the Tyler Munis database using PADS. The system may also easily provide a basis for other Customer publishing implementations.

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Project assumptions are listed in the Customer Solution Overview document beginning on page 14 (the document is enclosed as part of the agreement). Due to the required project completion date, the major assumption is that Customer personnel will perform data access process development from the Munis system and possibly other information systems. How the organization, funds, programs, and other classes of information are represented in the data sources becomes an important part of the assumption considerations too. At this time, we assume that all information is represented in a method that doesn't require consolidation or that the consolidation is available.

FML proposes to perform work primarily at FML offices to minimize expense cost. This will allow travel costs to be minimized.

Description of Services: FML will provide services to the Customer to implement a document publishing system to publish the required document. These services will be provided both on-site and off-site during the term of the Statement of Work, excluding Customer holidays. These services will include, but are not limited to the following:

1. Design, develop, test, and implement the PADS software to publish the Customer's book.
2. Provide training and knowledge transfer to Customer staff.
3. Provide support and requested enhancements as needed after system launch.

Project Tasks

As FML currently understands the Customer requirements, the project may need to be divided into a series of tasks.

Project Analysis and Design

The project analysis work will dissect the documents and verify their information sources, the Customer work flows, web site, and will recommend specific methods on how to proceed. This task will define and confirm the project work scope, tasks, and plan. The plan will include recommendations in the event the existing environment requires enhancement for optimum system performance.

Software Installation

FML personnel will install the software necessary to implement the publishing project on the Customer systems or cloud hosted system. Installation will include Adobe FrameMaker and FML PADS software. FML assumes that the installation desktop workstation will be connected to the network with access to the required file repositories and data sources.

FrameMaker and Other Template Development/ Modification

FML will develop FrameMaker and other templates necessary to publish the Customer's document. These templates will be based on the Customer's current requirements and reasonable changes.

PADS Setup

FML will PADS to publish the Customer document. This development will include the use of queries necessary to obtain the system and other database information. It is anticipated that support will be available to develop the queries and acquire other information. The setup will be based on the Customer current document format with enhancements as reasonably desired.

First Document Publishing

FML will support the first publishing of the Customer document.

Compensation: FML will invoice the Customer at the rates and amounts set forth in the Tyler Agreement. Part of the Project Analysis and Design task will be to confirm the project estimate, with any increase above the amounts indicated in the Tyler Agreement to be mutually agreed upon through a change order process.

Training: FML will optionally provide five days of system training at our then-current rates, plus expenses, if requested.

Expenses: FML will invoice the Customer for reasonable travel expenses at actual cost. Travel expenses may include lodging, air fare, meals, car rental and mileage to and from airport.

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Updated 01/06/21

Appraisal & Tax

Appraisal Services
CAMA
Tax Billing & Collection

Civic Services

Business Management
Community Development
Community Health
Correspondence Management
Enterprise Asset Management
Parks & Recreation
Utility CIS

Corrections

Jail Management

Courts & Justice

Civil Process
Court Case Management
Dispute Resolution
Electronic Filing
Investigations & Audits
Jury Management
Justice Insights
Prosecution & Attorneys
Supervision
Virtual Court

Cybersecurity

Advisory Services
Assurance Services
Managed Threat Detection
Maturity Program

Data & Insights

Economic Intelligence
Enterprise Data Platform
Finance Insights
Open Data Platform
Performance Insights

Disability & Benefits

Disability Benefits Management
Home & Community Based Services
Veterans' Benefits
Vocational Rehabilitation
Workers' Compensation Case Management

ERP

Financial Management
Human Capital Management
Revenue Management

Land & Official Records

Public Access and Transparency
Records Management

Productivity Tools

Content Management
Meeting Management

Public Safety

Citation Management
Computer Aided Dispatch
Fire & EMS
Mobile Operations
Law Enforcement Records Management
Public Safety Analytics

Regulatory

Business Licensing for Local Government
Financial Regulatory Compliance
Medical Cannabis Regulation
Public Service Commission Oversight
Regulatory Case Management

School ERP

Facility Management
Financial Management
Human Capital Management

Student Information

Classroom Management
District Administration
Parent Communication
Student Data Management

Student Transportation

Bus Routing
Field Trip Management
GPS Tracking & Tablets
Parent Communication
Student Ridership
Vehicle Maintenance

Browse All Solutions

Corporate Headquarters

5101 Tennyson Parkway
Plano, Texas 75024
972-713-3700
info@tylertech.com

Media Relations

Office Locations
About Us
Careers
Client Support
Investor Community
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Security
Security Incident

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Exhibit D
Schedule 2
ThinPrint Terms

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Terms and Conditions of thinprint.com, ThinPrint

Terms and Conditions of thinprint.com, ThinPrint

These Terms govern

- the use of thinprint.com, ThinPrint, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Thinprint.com, ThinPrint is provided by:

ThinPrint GmbH
Alt-Moabit 91a
10559 Berlin
Germany

Owner contact email: info@thinprint.com

The following documents are incorporated by reference into these Terms:

- [End-user license agreement](#)
- Eula appendix third party licenses (<https://www.thinprint.com/en/legal-docs/#thirdparty-licenses>)
- ThinPrint Hub Terms (<https://www.thinprint.com/en/legal-docs/#hardware>)
- Sales Partner Program Terms (<https://www.thinprint.com/en/legal-docs/#tespp>)
- Legal Bases for the Privacy Policy and Subprocessors of ThinPrint GmbH (<https://www.thinprint.com/en/legal-docs/#privacypolicy-exhibit>)

<https://www.iubenda.com/terms-and-conditions/87645337>

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Terms and Conditions of thinprint.com, ThinPrint

- Data Processing Addendum of ThinPrint GmbH (<https://www.thinprint.com/en/legal-docs/#dpa>)

What the User should know at a glance

- The right of withdrawal only applies to European Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as "the right of withdrawal" within this document.
- The Service/thinprint.com, ThinPrint is only intended for Users that do not qualify as Consumers, such as Business Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using thinprint.com, ThinPrint.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using thinprint.com, ThinPrint, Users confirm to meet the following requirements:

- Users may not qualify as Consumers;

Content on thinprint.com, ThinPrint

Unless where otherwise specified or clearly recognizable, all content available on thinprint.com, ThinPrint is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on thinprint.com, ThinPrint infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Access to external resources

Through thinprint.com, ThinPrint Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

<https://www.iubenda.com/terms-and-conditions/87645337>

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Terms and Conditions of thinprint.com, ThinPrint

Acceptable use

Thinprint.com, ThinPrint and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of thinprint.com, ThinPrint and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to thinprint.com, ThinPrint or the Service, terminating contracts, reporting any misconduct performed through thinprint.com, ThinPrint or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

"Tell-a-friend"

Thinprint.com, ThinPrint gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on thinprint.com, ThinPrint.

In order to take advantage of this offer, Users may invite others to purchase the Products on thinprint.com, ThinPrint by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on thinprint.com, ThinPrint any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on thinprint.com, ThinPrint.

Tell-a-friend codes may be limited to specific Products among those offered on thinprint.com, ThinPrint.

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to thinprint.com, ThinPrint are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes

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of thinprint.com, ThinPrint and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices which fulfill the technical requirements specified in the relevant section of thinprint.com, ThinPrint.

The Owner reserves the right to release updates, fixes and further developments of thinprint.com, ThinPrint and/or its related software and to provide them to Users for free. Users may need to download and install such updates to continue using thinprint.com, ThinPrint and/or its related software.

New releases may only be available against payment of a fee.

The User may download, install, use and run the software on unlimited devices.

However, it may not be permitted to run the software on more than one device at a time.

API usage terms

Users may access their data relating to thinprint.com, ThinPrint via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses thinprint.com, ThinPrint, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on thinprint.com, ThinPrint, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of thinprint.com, ThinPrint.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of thinprint.com, ThinPrint and are subject to change without notice.

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While Products on thinprint.com, ThinPrint are presented with the greatest accuracy technically possible, representation on thinprint.com, ThinPrint through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on thinprint.com, ThinPrint are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Methods of payment

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Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of thinprint.com, ThinPrint.

All payments are independently processed through third-party services. Therefore, thinprint.com, ThinPrint does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Delivery of digital content

Unless otherwise stated, digital content purchased on thinprint.com, ThinPrint is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) may be required to meet the technical requirements specified on thinprint.com, ThinPrint.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Contract duration

Trial period

Users have the option to test thinprint.com, ThinPrint or selected Products during a limited and non-renewable trial period, at no cost. Some features or functions of thinprint.com, ThinPrint may not be available to Users during the trial period.

Further conditions applicable to the trial period, including its duration, will be specified on thinprint.com, ThinPrint.

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The trial period shall end automatically and shall not convert into any paid Product unless the User actively purchases such paid Product.

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over a determined period of time.

Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Termination of open-ended subscriptions

Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document. Terminations shall take effect 7 days after the notice of termination has been received by the Owner.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

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When does the withdrawal period expire?

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Liability and indemnification

EU Users

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as thinprint.com, ThinPrint has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

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In particular, within the limits stated above, the Owner shall not be liable for:

- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of thinprint.com, ThinPrint due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any losses that are not the direct consequence of a breach of the Terms by the Owner;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via thinprint.com, ThinPrint. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to thinprint.com, ThinPrint.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers:

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

Thinprint.com, ThinPrint is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied,

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statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;

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- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

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Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of thinprint.com, ThinPrint and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of thinprint.com, ThinPrint.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to thinprint.com, ThinPrint are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with thinprint.com, ThinPrint are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

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The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of thinprint.com, ThinPrint must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

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Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Exception for European Consumers

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

US Users

Surviving provisions

This Agreement shall continue in effect until it is terminated by either thinprint.com, ThinPrint or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Definitions and legal references

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Latest update: November 04, 2021

[iubenda](#) hosts this content and only collects [the Personal Data strictly necessary](#) for it to be provided.

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Exhibit D
Schedule 2
DocOrigin Terms

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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**Exhibit D
Schedule 4
BMI End User License Agreements**



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Exhibit E
Statement of Work

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Alachua County, FL

SOW from Tyler Technologies, Inc.

5/16/2022

Presented to:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County’s complexity and organizational needs.



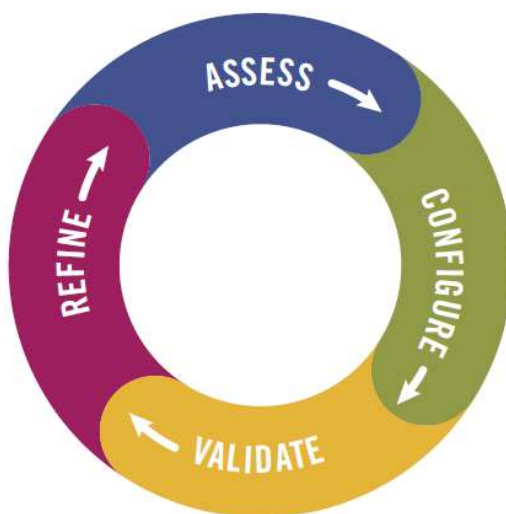
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

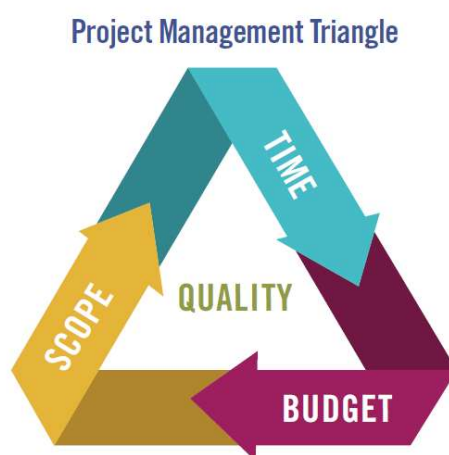
The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - County Policies
 - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



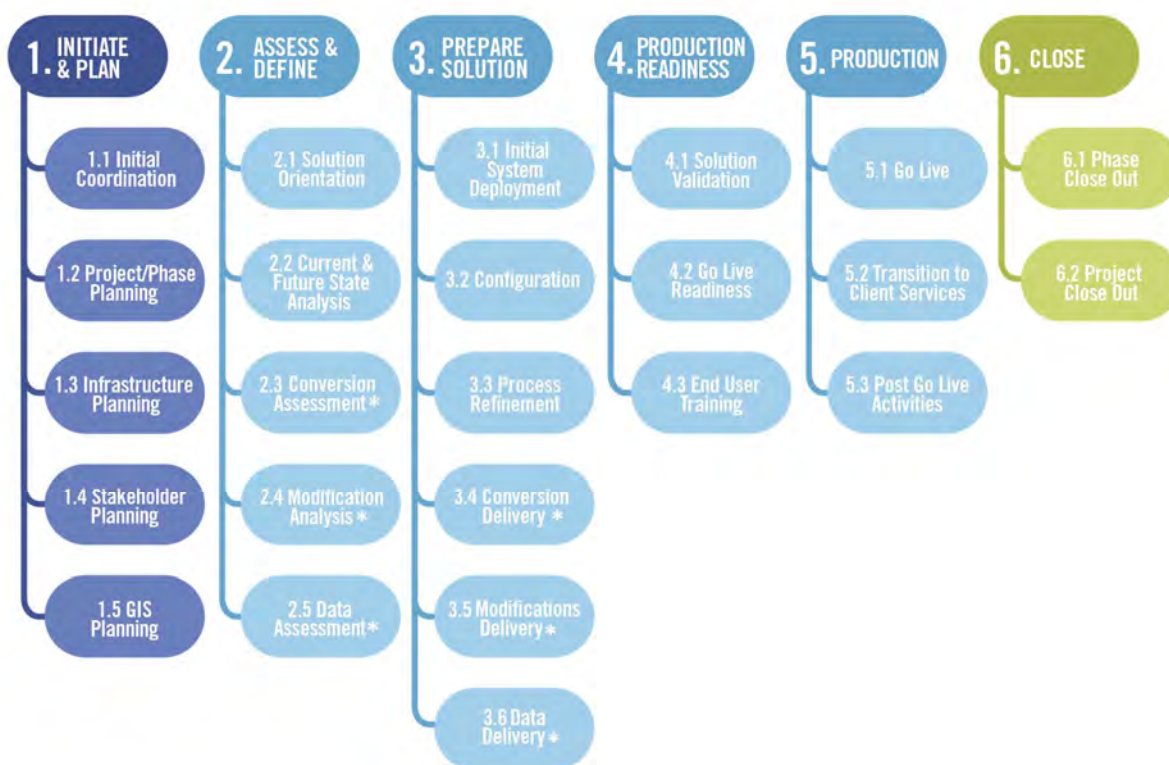
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the County.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.



Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2		Solution Orientation																	
		Tyler							County										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
				A	R							I	I		I	I		I	
													A	R		C			C
				A	R								I	I		I	I		I
Provide pre-requisites				A	R							I	I		I	I		I	
Complete pre-requisites												A	R		C			C	
Conduct orientation				A	R							I	I		I	I		I	

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.



STAGE 2	Current & Future State Analysis																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.



- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			I		C						A						R
			I	I	I						A	R		C			I
			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.



Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C



Install Licensed Software on County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights only).



- Prioritized data sets for review in Tyler system (Data & Insights only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C



Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. County users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
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	List of End Users and their Roles / Job Duties	
	Configured Tyler System	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.



Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.



- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.
- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	



Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities										
Outputs / Deliverables											Acceptance Criteria [only] for Deliverables
	Updated issues log										

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:



- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads



	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						



Release Tyler project resources	A	R	I																
---------------------------------	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance: Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.



- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.



- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)



9.1.8 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.9 General Billing CID

- Customer information

9.1.10 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.1.11 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.1.12 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.1.13 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.14 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.15 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.16 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest



degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.17 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.1.18 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.1.19 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.1.20 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.21 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.22 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.1.23 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.24 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.1.25 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states



9.1.26 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.27 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

9.1.28 Payroll and Human Resources – Legacy H.T.E. data

- Assist with Importing or converting (via) schemas prior year(s) legacy data elements

This Import/Conversion sub-project is an addition to the standard Enterprise ERP implementation and conversion process. This would bring over only legacy H.T.E data. Legacy New World data is covered in the implementation quote as listed and in the details listed above (9.1.16 – 9.1.27)

For all of the data, regardless of entry method into Enterprise ERP, the following steps would need to be performed:

1. Analysis of the data to determine data entry method and which Enterprise ERP Program/Field to put the data in. (Analysis will determine the total number of Imports and Conversions needed, and what details/tasks would need to be built into a project plan)
2. Configuration of the Enterprise ERP Program/Data fields
3. Crosswalk Client Codes to Enterprise ERP Field codes
4. Determine if Import or Conversion would be used, then proceed to those next steps

For each Import used:

- a. Client and Tyler resource would need to develop the Import layout; Client would need to provide their data in that layout; Tyler resource can assist with crosswalks as needed
- b. Tyler resource would test the import in Test/Train environment; Client would need to proof the data
- c. Tweaks to data/import if needed, then further testing
- d. Once data is approved, the import can be loaded into Production environment by Tyler resource
- e. Timeframe per Import will depend on involvement of client and availability/assignment of Tyler resource
- f. Prior to Analysis being performed, we expect these HCM Imports to be used with a Tyler resource:
 - Employee Master
 - Employee Job/Salary
 - Employee Deductions
 - Employee Accruals
 - Employee Evaluations
 - Employee Training

For each Conversion used:

- a. Client and Tyler resource would need to follow standard Tyler Conversions process.
- b. Prior to Analysis being performed, we expect these HCM conversions to be used:
 - Accumulators



- Earnings/Deductions History
- Check History
- Personnel Actions History

10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

PROJECT TIMELINE



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	Core Financials	<ul style="list-style-type: none"> Accounting/General Ledger Accounts Payable Budgeting Cash Management Capital Assets w/BMI Asset Track Interface Contract Management Inventory w/BMI CollectIT Interface Project & Grant Accounting Purchasing Project & Grant Accounting Accounts Receivable General Billing ACFR Statement Builderⁱ 	Dec 2022 or as defined in the Project Plan and mutually agreed upon	Jan 2024 or as defined in the Project Plan and mutually agreed upon



	System Wide	<ul style="list-style-type: none"> Enterprise Analytics & Reporting w/ Executive Insights Enterprise Forms Processing Content Manager Core 		
2	Payroll	<ul style="list-style-type: none"> Payroll w/ ESS Human Resources & Talent Management Recruiting Risk Management Tax Table Updatesⁱⁱ 	February 2023 or as defined in the Project Plan and mutually agreed upon	January 2024 or as defined in the Project Plan and mutually agreed upon

ⁱ Will go live after a full year of data is in Munis

ⁱⁱ Recurring annual service

11.2 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

