

Section 2 Vendor Experience

Vendor Experience: Provide a description of local government experience and experience completing similar projects. List municipalities and other local entities that use your product.

Public Sector/Local Government is all that Tyler does, with over 30 years of experience.

See section 2.8 and 2.9 for Tyler/EnerGov implementations and current clients of similar size.

Experience: Past experience includes working on projects of a similar nature and working with public sector users with similar needs as Town of Palm Beach.

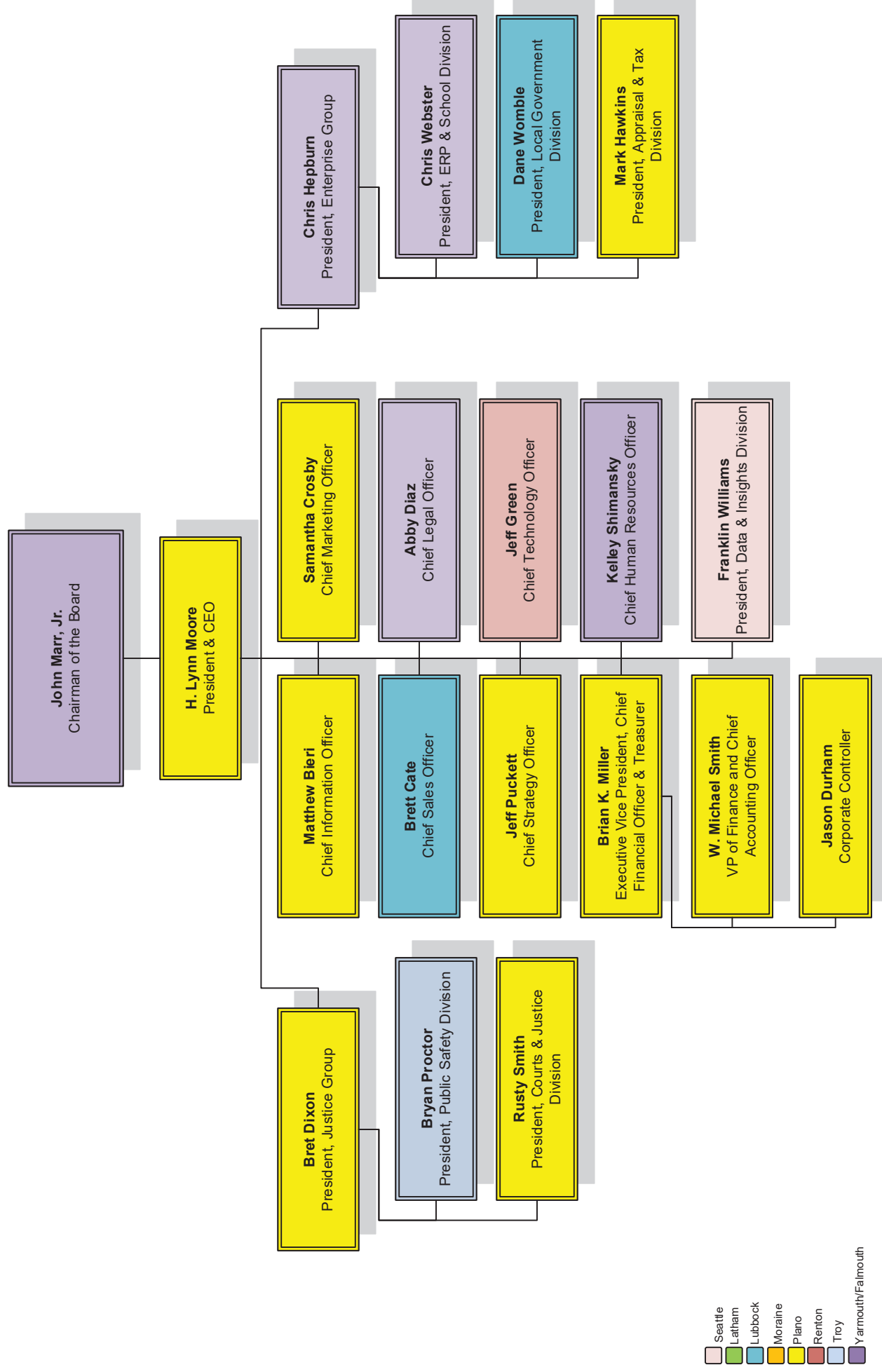
Please see Section 2.8 & 2.9.

Please provide following information by uploading a document(s):

Organizational Chart

Please reference the following pages.

Tyler Technologies Leadership Team



Experience of the firm

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities 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 are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

2.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

2.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$64M into Research & Development

- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

2.3 Public Sector Focus

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

2.4 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

2.5 Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

2.5.1 Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)

- Audit Integrity’s “America’s Most Trustworthy Companies” list (2007)

2.5.2 Employer of Choice

- Forbes’ “Best Employers for Diversity” (2019)
- Forbes’ “Best Employers for Women” list (2018)
- Forbes’ “Best Midsize Employers” list (2018)
- Tyler’s three Maine offices recognized as “Best Places to Work in Maine” (nine times since 2007)
- Dallas Morning News’ “Best in DFW: Top Workplaces” recognized Tyler’s Plano, Texas, office (five times)
- Dayton Daily News’ “Top Workplaces in the Dayton Metro Area” recognized Tyler’s Moraine, Ohio, office
- Tyler’s Lubbock, Texas, office named to the “Best of Lubbock” list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler’s Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler’s Tempe, Arizona, office on Best Places to Work list (2017)

2.6 Our Experience

Tyler Technologies’ solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler’s vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

Ability of personnel

2.7 Ability of Personnel

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Tyler has over 500+ Tyler staffers who implement our ERP systems, all focused on local government. Our talent pool is deep and tenured.

Current contracts

2.8 Current Contracts for EnerGov

Below is a list of current contracts for EnerGov.

Client	State	Phase Status	Start	Estimated Live Date
Allentown, PA	PA	50.Active, Scheduled	2/8/2021	2/15/2022
Altamonte Springs, FL	FL	50.Active, Scheduled		
Annapolis, MD	MD	52.Active, Not Yet Scheduled	11/3/2020	11/16/2021
Auburn, ME	ME	50.Active, Scheduled	4/1/2021	5/1/2021
Batavia, NY	NY	50.Active, Scheduled	2/22/2021	2/8/2022
Baytown, TX	TX	50.Active, Scheduled	2/4/2020	4/13/2021
Broken Arrow, OK	OK	52.Active, Not Yet Scheduled	4/5/2021	5/2/2022
Bryant, AR	AR	30.Not Started		

Cape Coral, FL	FL	40.On Hold	1/8/2019	
Casper, WY	WY	50.Active, Scheduled	4/7/2020	4/13/2021
Cathedral City, CA	CA	50.Active, Scheduled	12/17/2018	1/4/2021
Christiansburg, VA	VA	20.Signed Contract - To be assigned to PM	3/1/2022	3/1/2023
Clarksville, TN	TN	40.On Hold		
Cleveland, TN	TN	50.Active, Scheduled	7/21/2020	7/6/2021
Colleyville, TX	TX	45.Scheduled, Not Started	5/12/2021	6/1/2022
Collin County, TX	TX	40.On Hold	7/24/2018	
Concord, NH	NH	40.On Hold	12/3/2019	5/25/2021
Conway, AR	AR	50.Active, Scheduled	9/1/2020	5/17/2021
Coral Springs, FL	FL	20.Signed Contract - To be assigned to PM	7/1/2022	9/1/2023
Craven County, NC	NC	40.On Hold	3/13/2018	6/4/2019
Crown Point, IN	IN	40.On Hold	6/5/2018	
Dallas, GA	GA	20.Signed Contract - To be assigned to PM		
Des Plaines, IL	IL	50.Active, Scheduled	4/21/2020	4/27/2021
DeSoto, TX	TX	20.Signed Contract - To be assigned to PM	10/1/2022	10/1/2023
Destin, FL	FL	50.Active, Scheduled	10/28/2019	6/22/2021
Doral, FL	FL	50.Active, Scheduled	10/29/2019	1/12/2021
Doral, FL	FL	50.Active, Scheduled	1/21/2020	1/12/2021
Doral, FL	FL	50.Active, Scheduled	7/13/2020	4/1/2021
Doral, FL	FL	50.Active, Scheduled	9/21/2020	10/30/2020
Dover, DE	DE	30.Not Started	10/1/2020	10/1/2021
Dublin San Ramon Services District, CA	CA	50.Active, Scheduled	1/26/2021	2/1/2022
Duncanville, TX	TX	40.On Hold	3/24/2020	3/31/2021
Dunedin, FL	FL	50.Active, Scheduled	6/5/2018	
El Monte, CA	CA	40.On Hold	9/8/2020	9/14/2021
Fairfield, CA	CA	20.Signed Contract - To be assigned to PM	7/1/2022	10/1/2023
Fort Mill, SC	SC	50.Active, Scheduled	8/5/2019	6/28/2021
Fredericksburg, VA	VA	20.Signed Contract - To be assigned to PM	9/1/2019	9/1/2020
Gadsden, AL	AL	30.Not Started	6/3/2019	
Gillette, WY	WY	50.Active, Scheduled	5/11/2020	5/11/2021
Gilroy, CA	CA	50.Active, Scheduled	10/26/2020	11/30/2021
Glendale, CA	CA	50.Active, Scheduled	4/13/2021	
Glenwood Springs, CO	CO	40.On Hold	3/1/2020	12/1/2021
Hanford, CA	CA	50.Active, Scheduled	9/24/2019	4/6/2021
Hartford, CT	CT	50.Active, Scheduled		
Hastings, NE	NE	20.Signed Contract - To be assigned to PM	7/1/2020	6/30/2021
Hawthorne, CA	CA	50.Active, Scheduled	2/9/2021	9/27/2021
Hendersonville, TN	TN	50.Active, Scheduled		
Herndon, VA	VA	42.On Hold:COVID-19	4/9/2019	

Highland Park, IL	IL	50.Active, Scheduled	10/27/2020	11/2/2021
Hilton Head Island, SC	SC	52.Active, Not Yet Scheduled		
Indian Wells, CA	CA	30.Not Started		
Indian Wells, CA	CA	50.Active, Scheduled	10/13/2020	10/11/2021
Iredell County, NC	NC	45.Scheduled, Not Started	5/25/2021	5/23/2022
Jackson, MS	MS	40.On Hold	3/1/2020	5/1/2021
Johns Creek, GA	GA	50.Active, Scheduled	1/5/2021	11/30/2021
Kennewick, WA	WA	50.Active, Scheduled	3/17/2020	7/16/2021
Kissimmee, FL	FL	50.Active, Scheduled	12/1/2019	1/25/2021
Lathrop, CA	CA	50.Active, Scheduled	1/14/2020	4/26/2021
Lawton, OK	OK	30.Not Started	1/1/2021	1/1/2022
Lompoc, CA	CA	30.Not Started	7/1/2020	7/1/2021
Manassas, VA	VA	50.Active, Scheduled	12/15/2020	2/26/2021
Manchester, CT	CT	50.Active, Scheduled	1/28/2021	1/18/2021
Mankato, MN	MN	50.Active, Scheduled	1/5/2021	1/11/2022
Marion County, FL	FL	42.On Hold: COVID-19	1/1/2099	
Merced, CA	CA	30.Not Started	3/1/2022	4/1/2023
Miami Beach, FL	FL	30.Not Started		
Naperville, IL	IL	50.Active, Scheduled	1/2/2019	9/1/2021
North Chicago, IL	IL	20.Signed Contract - To be assigned to PM	5/1/2022	3/1/2023
North Lauderdale, FL	FL	50.Active, Scheduled	9/8/2020	9/21/2021
North Richland Hills, TX	TX	50.Active, Scheduled	2/17/2020	8/10/2021
Norwood, MA	MA	50.Active, Scheduled	7/14/2020	7/20/2021
O'Fallon, MO	MO	50.Active, Scheduled	4/1/2020	6/13/2021
Orange County, VA	VA	30.Not Started	5/11/2021	5/9/2022
Orland Park, IL	IL	30.Not Started	9/1/2021	3/1/2022
Oxford, MS	MS	50.Active, Scheduled	10/6/2020	10/25/2021
Oxnard, CA	CA	30.Not Started	10/1/2022	12/1/2023
Palm Beach Gardens, FL	FL	50.Active, Scheduled	10/6/2020	10/12/2021
Palm Springs, CA	CA	20.Signed Contract - To be assigned to PM	8/1/2021	8/31/2022
Pasadena, TX	TX	50.Active, Scheduled	12/1/2020	12/31/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/2/2020	11/1/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/1/2021	2/25/2022
Petaluma, CA	CA	50.Active, Scheduled	8/25/2020	8/16/2021
Port Arthur, TX	TX	30.Not Started	4/2/2022	10/1/2023
Portsmouth, VA	VA	50.Active, Scheduled	2/12/2019	3/12/2021
Poway, CA	CA	50.Active, Scheduled	11/17/2020	11/16/2021
Prince George County, VA	VA	42.On Hold: COVID-19	5/15/2018	5/12/2020
Pulaski County, VA	VA	30.Not Started	7/1/2020	7/1/2021
Reading, PA	PA	20.Signed Contract - To be assigned to PM	1/1/2022	1/1/2023
Richardson, TX	TX	30.Not Started	1/1/2022	1/1/2023
Richland, WA	WA	45.Scheduled, Not Started	3/10/2021	

Rolling Meadows, IL	IL	50.Active, Scheduled	1/28/2020	5/17/2021
San Ramon, CA	CA	50.Active, Scheduled	11/13/2018	5/11/2021
Sanibel, FL	FL	50.Active, Scheduled	8/22/2017	5/25/2021
Spartanburg County, SC	SC	50.Active, Scheduled	5/26/2020	7/13/2021
Streamwood, IL	IL	50.Active, Scheduled	1/14/2020	4/23/2021
Sugar Land, TX	TX	50.Active, Scheduled	10/13/2020	10/19/2021
Sumner, WA	WA	50.Active, Scheduled	1/7/2020	6/1/2021
Superior, WI	WI	50.Active, Scheduled	9/22/2020	9/13/2021
Tigard, OR	OR	20.Signed Contract - To be assigned to PM	1/1/2022	7/1/2023
Town and County of Nantucket, MA	MA	50.Active, Scheduled	8/11/2020	11/3/2020
Walla Walla, WA	WA	30.Not Started		
Walton County, FL	FL	50.Active, Scheduled	11/1/2019	3/30/2021
Wauwatosa, WI	WI	30.Not Started	4/13/2021	4/19/2022
Wayne County, NC	NC	30.Not Started	9/1/2021	9/1/2022
Weymouth, MA	MA	42.On Hold: COVID-19	10/22/2019	10/20/2020
Wilsonville, OR	OR	50.Active, Scheduled	10/20/2020	10/26/2021
Winfield, KS	KS	50.Active, Scheduled	10/27/2020	11/2/2021
Wood Dale, IL	IL	50.Active, Scheduled	10/1/2019	11/2/2020
Yucaipa, CA	CA	30.Not Started		

Projects comparable in type and size and complexity

2.9 Projects of Comparable Size & Complexity

Client	State	Budget/Size
DeSoto County	Mississippi	\$108,686,550, 703 FTEs
Carlsbad	New Mexico	\$114,000,000, 550 FTEs
Person County	North Carolina	\$114,925,000, 1,542 FTEs
Farmers Branch	Texas	\$77,599,202, 431 FTEs
Dennis	Massachusetts	\$49,600,000, 600 FTEs
Wellington	Florida	\$89,500,000, 400 FTEs
Fernandina Beach	Florida	\$87,093,000, 460 FTEs
Southlake	Texas	\$100,000,000, 500 FTEs

Litigations in past five years and resolutions

Litigation matters involving a Tyler client: Tyler has more than 26,000 successful installations across more than 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. **Currently pending lawsuits that meet this description are summarized below:**

- *Kern County v. Tyler Technologies, Inc.* (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County's complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Recent litigation that meets this description is set forth below:

- *Anoka County v. Tyler Technologies, Inc.* (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka's complaint sought specific performance and damages in excess of \$50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative defenses and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler's project team had already delivered the functionality scheduled for go-live and post go-live, and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.
- *Sacramento Regional Public Safety Communications Center ("SacFire") v. Tyler Technologies, Inc.* (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler's predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserted four claims relating to the proposal and the parties' resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire's claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. **Currently pending lawsuits that meet this description are summarized below:**

- *FLSA Lawsuits:* There are two individual plaintiff lawsuits and one alleged class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler Implementation Consultants should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action *Kudatsky v. Tyler Technologies, Inc.* (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as an individual plaintiff lawsuit *Wright v. Tyler Technologies, Inc.* (E.D. Ark., 20-cv-454) (service date: March 2, 2020). In each case, Tyler is confident in its position that Tyler implementation consultants have been properly classified as a matter of law and consistent with industry standards.

Recent lawsuits that meet this description are described below:

- *Greene v. Tyler Technologies, Inc.* (N.D. Ga., Case No. 19-cv-1338): Tyler was served with this lawsuit on March 26, 2019, and the parties mutually agreed to a resolution that was approved by the Court on April 14, 2021. The individual plaintiff alleged that she had been improperly classified as an

exempt professional based on the nature of the work she performed for Tyler and its predecessor-in-interest, ExecuTime LLC. Tyler disputed her claims.

- *Kohlmann v. Tyler Technologies, Inc. et al. (N.D. Cal., Case No. 20-CV-00861)*: Tyler was served on January 7, 2020. A former Tyler employee alleged she was terminated because Tyler refused to accommodate, and discriminated against her on the basis of, a medical condition. Despite Tyler's efforts, plaintiff failed her standardized assessments and, as such, her employment with the company was terminated. Tyler strongly disputed her contentions and the lawsuit was dismissed with prejudice as of October 15, 2020.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. **Currently pending lawsuits that meet this description are summarized below:**

- *Chavez Law Offices, PA v. Tyler Technologies, Inc.* (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.
- *Levine v. Scott et al.* (DeKalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.
- *Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs

have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim.

Recent litigation that meets this description is summarized below:

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.
- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.
- *Von Lossberg v. Tyler Technologies, Inc. et al.* (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police ("ISP") to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that "the Ada County clerk's office was sending Commitment Orders and the ISP was receiving them, but ISP's system was not processing any of the information." It is also undisputed that Tyler did not develop, implement or maintain the ISP's system. Tyler moved to dismiss the lawsuit, and the court converted Tyler's motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.
- *Muranelli v. Town of Ossining et al.* (State of New York): An individual property owner sued the Town of Ossining, NY and the Town's Assessor for the 2016 assessment of the individual's real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. As Tyler was preparing its motion to dismiss, the parties were able to resolve the litigation on mutually agreeable terms.

Lawsuits initiated by Tyler: Tyler's goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so. **Currently pending lawsuits that meet this description are set forth below:**

- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, *Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al* (Case No. 20-cv-00173). The lawsuit is

based on defendants' concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy. The defendants include two former Tyler employees, against whom Tyler included claims for breach of duty of loyalty and, as to one such former employee, breach of contract.

- Tyler is also involved in a lawsuit against a former third-party vendor. The lawsuit, *Tyler Technologies, Inc. v. Force Multiplier Solutions, Inc. et al.* was instituted on August 8, 2017. Tyler sued Force Multiplier Solutions, Inc. and affiliated entities in a Texas state court for breach of contract and related equitable claims. FMS is a reseller of certain Tyler school products. Despite Tyler's various attempts to secure payment, the FMS entities have refused to satisfy an outstanding receivable in excess of \$200,000. Tyler brought the lawsuit to enforce its contractual right to payment. The court granted summary judgment in Tyler's favor, and Tyler is working to collect.

Recent litigation that meets this description is set forth below:

- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below.

- *Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.:* On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler's appraisal services business by hiring employees who had been employed by Vision. Tyler filed a motion to dismiss, and while that motion was pending, the parties agreed to a resolution of the dispute. That agreed resolution was filed with the Court on June 29, 2018.
- *Munetrix, LLC v. Socrata, Inc.* (E.D. Mich. No. 2:17-cv-12598): Prior to its acquisition by Tyler, Socrata was sued by a Michigan company on claims relating to a contract award to Socrata by the State of Michigan. The lawsuit was resolved by the parties through a mutually agreeable resolution, which resolution was also finalized prior to the acquisition.

Out of an abundance of caution, we are disclosing two instances in which a customer prematurely filed a claim in court against Tyler (and/or its predecessor-in-interest, New World Systems Corporation). In each instance, the lawsuit was dismissed, and the parties followed an inter-party resolution process that successfully unwound each New World Public Safety portion of the project on mutually agreeable terms. Those customers are Great Falls, MT (2016); and O'Fallon, IL (2016). Both of these sites remain a Tyler client on other software.

Financial resources

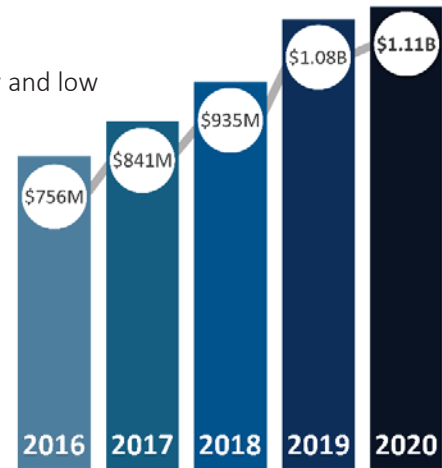
Note: Financial Information: Please provide an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be

included in the RFP response. If selected as a short listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.

2.10 Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com





Town of Palm Beach Permit Tracking Software System

June 7, 2021

Christina Young - Senior Account Representative
One Tyler Drive, Yarmouth, ME 04096
Phone: 800.328.0310 ext:141136
Email: Christina.Young@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

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June 7, 2021

Town of Palm Beach
Duke Basha
Assistant Purchasing Manager
360 S. County Rd,
Palm Beach, FL 33480.

One Tyler Dr
Yarmouth ME 04096
P: 800.772.2260
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www.tylertech.com

RE: Response to RFP for Permit Tracking Software System

Dear Duke:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the Town of Palm Beach's Request for Proposal dated May 5, 2021, for Permit Tracking Software System. The attached proposal will detail our complete offering, including:

- EnerGov software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the Town of Palm Beach's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 120 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Christina Young, Senior Account Representative
800.328.0310 ext:141136 - Christina.Young@tylertech.com

Respectfully submitted,

A handwritten signature in blue ink that reads "Rob Kennedy-Jensen".

Rob Kennedy-Jensen
Director of Contracts, Tyler Technologies, Inc.
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Section 1 Executive Summary

Executive Summary: A summary of the proposal stating the proposer's understanding of the request and highlights of the proposed solution.

Tyler Technologies, Inc. has thoroughly reviewed the Town of Palm Beach's Request for Proposal for a comprehensive, fully integrated permit tracking and land management/Civic Services software solution, including your goals and purpose for replacing the current systems. Tyler understands that Palm Beach seeks a vendor who would provide a range of services including software, installation, conversion, implementation, and training. Additionally, the ideal solution will manage workflow, record keeping, inspections, and reporting for all Development Services functions, resulting in faster, more accurate and more user-friendly software that increases staff productivity while enriching the public experience.

What the Town Gains in a Continued Partnership with Tyler

As a 20-year veteran of public sector software, I can think of a myriad of reasons to continue your software relationship with Tyler! First and foremost, I believe Tyler Technologies is more than qualified to offer the Town the most robust, scalable and functionally-rich Civic Services solution in the industry. Tyler's Civic Services is, in a nutshell, designed to meet the entire scope of the requirements presented by the Town's RFP. And as an existing Eden user under the Tyler family, the Town of Palm Beach is uniquely positioned to reap additional benefits not found with other vendors:

- You will continue to enjoy the benefit of Tyler's Evergreen and everGuide practices—where you will never have to pay for an upgrade and will be provided with a continuous improvement initiative that includes training and consulting to ensure you get the most from your investment.
- You will continue with the same great people, including sales, implementation, support, and your same peers at Tyler's Connect Conference and Washington state's User Group meeting; and
- The inherent ability to integrate Tyler's Civic Services directly with Eden Financials.

Consider the City of Temecula, California's experience.

“I think most citizens want transparency. So, when you're opening yourself up to all of these ways they can contact you and reach you, they feel more connected. Previously, we had a website email contact form where we were seeing 50-60 emails come in in a month. Since we've had the app live, we've had 300 issues reported. Before, it was antiquated. Now they receive [issues] on their smartphones via Tyler's MyCivicApps.”

As you may be aware, Tyler has been providing software to municipalities in Florida and throughout the country for decades. What's more, as a Tyler client you will continue to enjoy the best return on investment available. Tyler also offers a full suite of complimentary solutions (not currently proposed) in our



Connected Community approach, that can address virtually any software requirement the Town may have. This includes, but is not limited to, school solutions, parks and rec, courts and jail management, appraisal and tax, public safety, timekeeping, cybersecurity, and a full suite of productivity tools such as analytics and reporting, 311 and community notifications, meeting manager, and more. Because Connected communities are thriving communities, and thriving communities are supported by building digital infrastructures, which is exactly what Temecula is doing and plans to continue to do for the foreseeable future.

Tyler's Civic Services Solution

Tyler's leader in Civic Services solutions provides the Town with a state-of-the-art Microsoft .NET, GIS-based Permitting & Land Use Application Management software designed specifically for government agencies. GIS-centric mapping enables you to plan and forecast; a public portal provides online permit submittal and tracking; integration with Eden Financials and Tyler Cashiering provides seamless, secure and up-to-date processing that eliminates redundancy and duplication of effort; real-time route planning facilitates workflow; and a central database enables your staff to be efficient, allows for inter-agency involvement, and provides precise reporting; the MyCivic bundle for a technologically-savvy request management mobile app that enables your citizens to report issues optionally from their phone, the Town's website, or a social media (Facebook) page associated with Palm Beach.

And as always, Tyler's everGuide process provides Palm Beach with the training and services needed to maintain Best Business Practices for the Town. And in keeping with Tyler's other solutions, Civic Services offers unrivalled contemporary experience in the public sector industry—including mobile applications currently at the cutting edge of technology.

Why Partner with Tyler? You'll Invest in the Highest-Value Solution Available for Palm Beach.

As every Town knows, the solution you choose is all about the vendor's ability to help solve problems. That's why Tyler is committed to focusing on your critical business and strategic issues. As a current Tyler client, your selection of Tyler's ERP solution would continue the partnership we have embarked upon and provide the Town with a continuing relationship that helps to further your Connected Community today, and well into the future.

Helping our clients solve their problems is what our solutions are all about—and we are committed to making the implementation of your new Civic Services solution a successful one.

Making Connected Communities a Reality

Tyler has the vision, resources, domain expertise, and the passion to focus on creating Connected Communities.



Section 2 Vendor Experience

Vendor Experience: Provide a description of local government experience and experience completing similar projects. List municipalities and other local entities that use your product.

Public Sector/Local Government is all that Tyler does, with over 30 years of experience.

See section 2.8 and 2.9 for Tyler/EnerGov implementations and current clients of similar size.

Experience: Past experience includes working on projects of a similar nature and working with public sector users with similar needs as Town of Palm Beach.

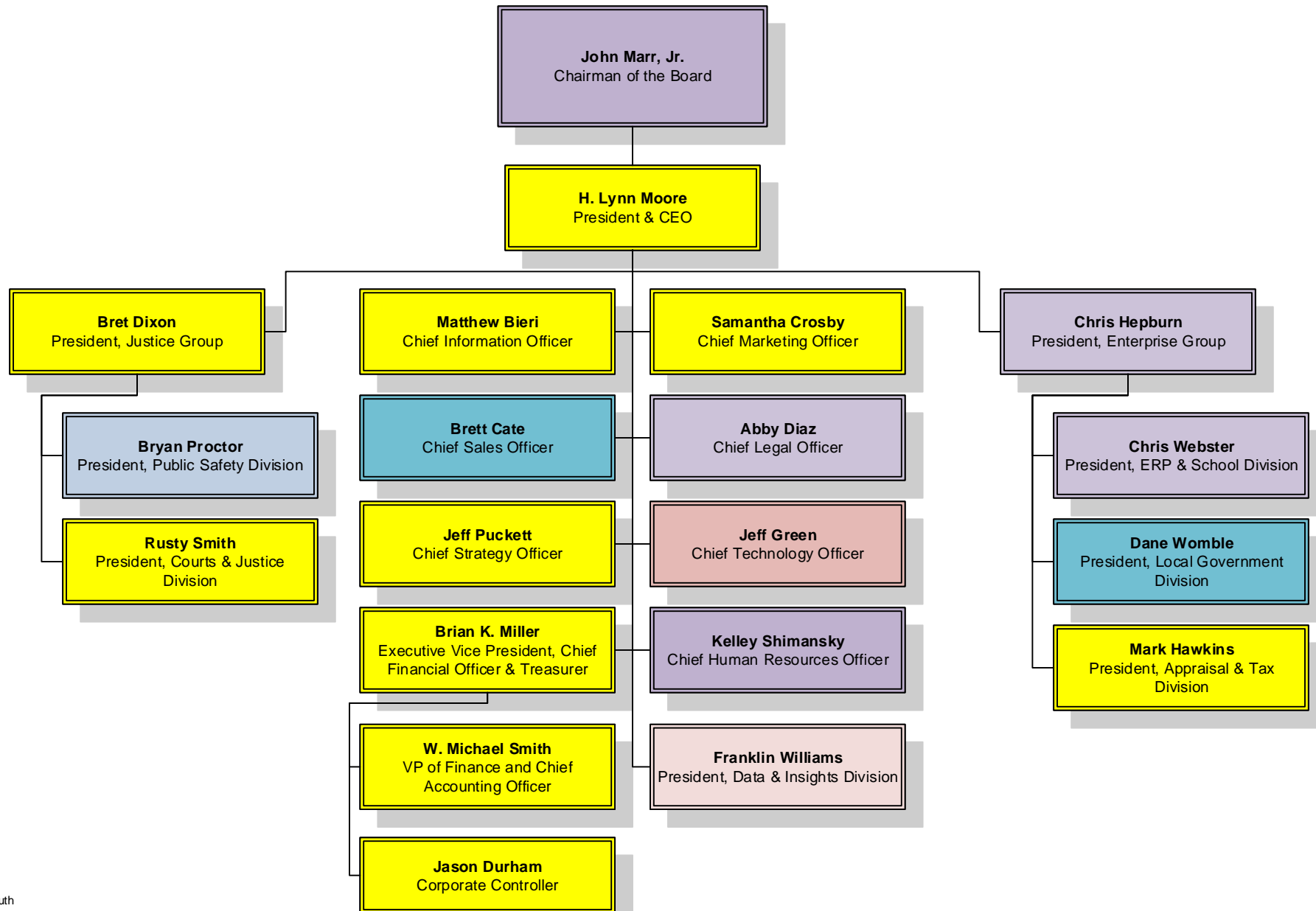
Please see Section 2.8 & 2.9.

Please provide following information by uploading a document(s):

Organizational Chart

Please reference the following pages.

Tyler Technologies Leadership Team



Experience of the firm

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities 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 are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

2.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

2.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$64M into Research & Development

- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

2.3 Public Sector Focus

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

2.4 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

2.5 Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

2.5.1 Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)

- Audit Integrity’s “America’s Most Trustworthy Companies” list (2007)

2.5.2 Employer of Choice

- Forbes’ “Best Employers for Diversity” (2019)
- Forbes’ “Best Employers for Women” list (2018)
- Forbes’ “Best Midsize Employers” list (2018)
- Tyler’s three Maine offices recognized as “Best Places to Work in Maine” (nine times since 2007)
- Dallas Morning News’ “Best in DFW: Top Workplaces” recognized Tyler’s Plano, Texas, office (five times)
- Dayton Daily News’ “Top Workplaces in the Dayton Metro Area” recognized Tyler’s Moraine, Ohio, office
- Tyler’s Lubbock, Texas, office named to the “Best of Lubbock” list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler’s Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler’s Tempe, Arizona, office on Best Places to Work list (2017)

2.6 Our Experience

Tyler Technologies’ solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler’s vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

Ability of personnel

2.7 Ability of Personnel

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Tyler has over 500+ Tyler staffers who implement our ERP systems, all focused on local government. Our talent pool is deep and tenured.

Current contracts

2.8 Current Contracts for EnerGov

Below is a list of current contracts for EnerGov.

Client	State	Phase Status	Start	Estimated Live Date
Allentown, PA	PA	50.Active, Scheduled	2/8/2021	2/15/2022
Altamonte Springs, FL	FL	50.Active, Scheduled		
Annapolis, MD	MD	52.Active, Not Yet Scheduled	11/3/2020	11/16/2021
Auburn, ME	ME	50.Active, Scheduled	4/1/2021	5/1/2021
Batavia, NY	NY	50.Active, Scheduled	2/22/2021	2/8/2022
Baytown, TX	TX	50.Active, Scheduled	2/4/2020	4/13/2021
Broken Arrow, OK	OK	52.Active, Not Yet Scheduled	4/5/2021	5/2/2022
Bryant, AR	AR	30.Not Started		

Cape Coral, FL	FL	40.On Hold	1/8/2019	
Casper, WY	WY	50.Active, Scheduled	4/7/2020	4/13/2021
Cathedral City, CA	CA	50.Active, Scheduled	12/17/2018	1/4/2021
Christiansburg, VA	VA	20.Signed Contract - To be assigned to PM	3/1/2022	3/1/2023
Clarksville, TN	TN	40.On Hold		
Cleveland, TN	TN	50.Active, Scheduled	7/21/2020	7/6/2021
Colleyville, TX	TX	45.Scheduled, Not Started	5/12/2021	6/1/2022
Collin County, TX	TX	40.On Hold	7/24/2018	
Concord, NH	NH	40.On Hold	12/3/2019	5/25/2021
Conway, AR	AR	50.Active, Scheduled	9/1/2020	5/17/2021
Coral Springs, FL	FL	20.Signed Contract - To be assigned to PM	7/1/2022	9/1/2023
Craven County, NC	NC	40.On Hold	3/13/2018	6/4/2019
Crown Point, IN	IN	40.On Hold	6/5/2018	
Dallas, GA	GA	20.Signed Contract - To be assigned to PM		
Des Plaines, IL	IL	50.Active, Scheduled	4/21/2020	4/27/2021
DeSoto, TX	TX	20.Signed Contract - To be assigned to PM	10/1/2022	10/1/2023
Destin, FL	FL	50.Active, Scheduled	10/28/2019	6/22/2021
Doral, FL	FL	50.Active, Scheduled	10/29/2019	1/12/2021
Doral, FL	FL	50.Active, Scheduled	1/21/2020	1/12/2021
Doral, FL	FL	50.Active, Scheduled	7/13/2020	4/1/2021
Doral, FL	FL	50.Active, Scheduled	9/21/2020	10/30/2020
Dover, DE	DE	30.Not Started	10/1/2020	10/1/2021
Dublin San Ramon Services District, CA	CA	50.Active, Scheduled	1/26/2021	2/1/2022
Duncanville, TX	TX	40.On Hold	3/24/2020	3/31/2021
Dunedin, FL	FL	50.Active, Scheduled	6/5/2018	
El Monte, CA	CA	40.On Hold	9/8/2020	9/14/2021
Fairfield, CA	CA	20.Signed Contract - To be assigned to PM	7/1/2022	10/1/2023
Fort Mill, SC	SC	50.Active, Scheduled	8/5/2019	6/28/2021
Fredericksburg, VA	VA	20.Signed Contract - To be assigned to PM	9/1/2019	9/1/2020
Gadsden, AL	AL	30.Not Started	6/3/2019	
Gillette, WY	WY	50.Active, Scheduled	5/11/2020	5/11/2021
Gilroy, CA	CA	50.Active, Scheduled	10/26/2020	11/30/2021
Glendale, CA	CA	50.Active, Scheduled	4/13/2021	
Glenwood Springs, CO	CO	40.On Hold	3/1/2020	12/1/2021
Hanford, CA	CA	50.Active, Scheduled	9/24/2019	4/6/2021
Hartford, CT	CT	50.Active, Scheduled		
Hastings, NE	NE	20.Signed Contract - To be assigned to PM	7/1/2020	6/30/2021
Hawthorne, CA	CA	50.Active, Scheduled	2/9/2021	9/27/2021
Hendersonville, TN	TN	50.Active, Scheduled		
Herndon, VA	VA	42.On Hold:COVID-19	4/9/2019	

Highland Park, IL	IL	50.Active, Scheduled	10/27/2020	11/2/2021
Hilton Head Island, SC	SC	52.Active, Not Yet Scheduled		
Indian Wells, CA	CA	30.Not Started		
Indian Wells, CA	CA	50.Active, Scheduled	10/13/2020	10/11/2021
Iredell County, NC	NC	45.Scheduled, Not Started	5/25/2021	5/23/2022
Jackson, MS	MS	40.On Hold	3/1/2020	5/1/2021
Johns Creek, GA	GA	50.Active, Scheduled	1/5/2021	11/30/2021
Kennewick, WA	WA	50.Active, Scheduled	3/17/2020	7/16/2021
Kissimmee, FL	FL	50.Active, Scheduled	12/1/2019	1/25/2021
Lathrop, CA	CA	50.Active, Scheduled	1/14/2020	4/26/2021
Lawton, OK	OK	30.Not Started	1/1/2021	1/1/2022
Lompoc, CA	CA	30.Not Started	7/1/2020	7/1/2021
Manassas, VA	VA	50.Active, Scheduled	12/15/2020	2/26/2021
Manchester, CT	CT	50.Active, Scheduled	1/28/2021	1/18/2021
Mankato, MN	MN	50.Active, Scheduled	1/5/2021	1/11/2022
Marion County, FL	FL	42.On Hold: COVID-19	1/1/2099	
Merced, CA	CA	30.Not Started	3/1/2022	4/1/2023
Miami Beach, FL	FL	30.Not Started		
Naperville, IL	IL	50.Active, Scheduled	1/2/2019	9/1/2021
North Chicago, IL	IL	20.Signed Contract - To be assigned to PM	5/1/2022	3/1/2023
North Lauderdale, FL	FL	50.Active, Scheduled	9/8/2020	9/21/2021
North Richland Hills, TX	TX	50.Active, Scheduled	2/17/2020	8/10/2021
Norwood, MA	MA	50.Active, Scheduled	7/14/2020	7/20/2021
O'Fallon, MO	MO	50.Active, Scheduled	4/1/2020	6/13/2021
Orange County, VA	VA	30.Not Started	5/11/2021	5/9/2022
Orland Park, IL	IL	30.Not Started	9/1/2021	3/1/2022
Oxford, MS	MS	50.Active, Scheduled	10/6/2020	10/25/2021
Oxnard, CA	CA	30.Not Started	10/1/2022	12/1/2023
Palm Beach Gardens, FL	FL	50.Active, Scheduled	10/6/2020	10/12/2021
Palm Springs, CA	CA	20.Signed Contract - To be assigned to PM	8/1/2021	8/31/2022
Pasadena, TX	TX	50.Active, Scheduled	12/1/2020	12/31/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/2/2020	11/1/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/1/2021	2/25/2022
Petaluma, CA	CA	50.Active, Scheduled	8/25/2020	8/16/2021
Port Arthur, TX	TX	30.Not Started	4/2/2022	10/1/2023
Portsmouth, VA	VA	50.Active, Scheduled	2/12/2019	3/12/2021
Poway, CA	CA	50.Active, Scheduled	11/17/2020	11/16/2021
Prince George County, VA	VA	42.On Hold: COVID-19	5/15/2018	5/12/2020
Pulaski County, VA	VA	30.Not Started	7/1/2020	7/1/2021
Reading, PA	PA	20.Signed Contract - To be assigned to PM	1/1/2022	1/1/2023
Richardson, TX	TX	30.Not Started	1/1/2022	1/1/2023
Richland, WA	WA	45.Scheduled, Not Started	3/10/2021	

Rolling Meadows, IL	IL	50.Active, Scheduled	1/28/2020	5/17/2021
San Ramon, CA	CA	50.Active, Scheduled	11/13/2018	5/11/2021
Sanibel, FL	FL	50.Active, Scheduled	8/22/2017	5/25/2021
Spartanburg County, SC	SC	50.Active, Scheduled	5/26/2020	7/13/2021
Streamwood, IL	IL	50.Active, Scheduled	1/14/2020	4/23/2021
Sugar Land, TX	TX	50.Active, Scheduled	10/13/2020	10/19/2021
Sumner, WA	WA	50.Active, Scheduled	1/7/2020	6/1/2021
Superior, WI	WI	50.Active, Scheduled	9/22/2020	9/13/2021
Tigard, OR	OR	20.Signed Contract - To be assigned to PM	1/1/2022	7/1/2023
Town and County of Nantucket, MA	MA	50.Active, Scheduled	8/11/2020	11/3/2020
Walla Walla, WA	WA	30.Not Started		
Walton County, FL	FL	50.Active, Scheduled	11/1/2019	3/30/2021
Wauwatosa, WI	WI	30.Not Started	4/13/2021	4/19/2022
Wayne County, NC	NC	30.Not Started	9/1/2021	9/1/2022
Weymouth, MA	MA	42.On Hold: COVID-19	10/22/2019	10/20/2020
Wilsonville, OR	OR	50.Active, Scheduled	10/20/2020	10/26/2021
Winfield, KS	KS	50.Active, Scheduled	10/27/2020	11/2/2021
Wood Dale, IL	IL	50.Active, Scheduled	10/1/2019	11/2/2020
Yucaipa, CA	CA	30.Not Started		

Projects comparable in type and size and complexity

2.9 Projects of Comparable Size & Complexity

Client	State	Budget/Size
DeSoto County	Mississippi	\$108,686,550, 703 FTEs
Carlsbad	New Mexico	\$114,000,000, 550 FTEs
Person County	North Carolina	\$114,925,000, 1,542 FTEs
Farmers Branch	Texas	\$77,599,202, 431 FTEs
Dennis	Massachusetts	\$49,600,000, 600 FTEs
Wellington	Florida	\$89,500,000, 400 FTEs
Fernandina Beach	Florida	\$87,093,000, 460 FTEs
Southlake	Texas	\$100,000,000, 500 FTEs

Litigations in past five years and resolutions

Litigation matters involving a Tyler client: Tyler has more than 26,000 successful installations across more than 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. **Currently pending lawsuits that meet this description are summarized below:**

- *Kern County v. Tyler Technologies, Inc.* (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County's complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Recent litigation that meets this description is set forth below:

- *Anoka County v. Tyler Technologies, Inc.* (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka's complaint sought specific performance and damages in excess of \$50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative defenses and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler's project team had already delivered the functionality scheduled for go-live and post go-live, and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.
- *Sacramento Regional Public Safety Communications Center ("SacFire") v. Tyler Technologies, Inc.* (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler's predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserted four claims relating to the proposal and the parties' resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire's claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. **Currently pending lawsuits that meet this description are summarized below:**

- *FLSA Lawsuits:* There are two individual plaintiff lawsuits and one alleged class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler Implementation Consultants should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action *Kudatsky v. Tyler Technologies, Inc.* (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as an individual plaintiff lawsuit *Wright v. Tyler Technologies, Inc.* (E.D. Ark., 20-cv-454) (service date: March 2, 2020). In each case, Tyler is confident in its position that Tyler implementation consultants have been properly classified as a matter of law and consistent with industry standards.

Recent lawsuits that meet this description are described below:

- *Greene v. Tyler Technologies, Inc.* (N.D. Ga., Case No. 19-cv-1338): Tyler was served with this lawsuit on March 26, 2019, and the parties mutually agreed to a resolution that was approved by the Court on April 14, 2021. The individual plaintiff alleged that she had been improperly classified as an

exempt professional based on the nature of the work she performed for Tyler and its predecessor-in-interest, ExecuTime LLC. Tyler disputed her claims.

- *Kohlmann v. Tyler Technologies, Inc. et al. (N.D. Cal., Case No. 20-CV-00861)*: Tyler was served on January 7, 2020. A former Tyler employee alleged she was terminated because Tyler refused to accommodate, and discriminated against her on the basis of, a medical condition. Despite Tyler's efforts, plaintiff failed her standardized assessments and, as such, her employment with the company was terminated. Tyler strongly disputed her contentions and the lawsuit was dismissed with prejudice as of October 15, 2020.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. **Currently pending lawsuits that meet this description are summarized below:**

- *Chavez Law Offices, PA v. Tyler Technologies, Inc.* (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.
- *Levine v. Scott et al.* (DeKalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.
- *Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs

have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim.

Recent litigation that meets this description is summarized below:

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.
- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.
- *Von Lossberg v. Tyler Technologies, Inc. et al.* (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police ("ISP") to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that "the Ada County clerk's office was sending Commitment Orders and the ISP was receiving them, but ISP's system was not processing any of the information." It is also undisputed that Tyler did not develop, implement or maintain the ISP's system. Tyler moved to dismiss the lawsuit, and the court converted Tyler's motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.
- *Muranelli v. Town of Ossining et al.* (State of New York): An individual property owner sued the Town of Ossining, NY and the Town's Assessor for the 2016 assessment of the individual's real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. As Tyler was preparing its motion to dismiss, the parties were able to resolve the litigation on mutually agreeable terms.

Lawsuits initiated by Tyler: Tyler's goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so. **Currently pending lawsuits that meet this description are set forth below:**

- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, *Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al* (Case No. 20-cv-00173). The lawsuit is

based on defendants' concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy. The defendants include two former Tyler employees, against whom Tyler included claims for breach of duty of loyalty and, as to one such former employee, breach of contract.

- Tyler is also involved in a lawsuit against a former third-party vendor. The lawsuit, *Tyler Technologies, Inc. v. Force Multiplier Solutions, Inc. et al.* was instituted on August 8, 2017. Tyler sued Force Multiplier Solutions, Inc. and affiliated entities in a Texas state court for breach of contract and related equitable claims. FMS is a reseller of certain Tyler school products. Despite Tyler's various attempts to secure payment, the FMS entities have refused to satisfy an outstanding receivable in excess of \$200,000. Tyler brought the lawsuit to enforce its contractual right to payment. The court granted summary judgment in Tyler's favor, and Tyler is working to collect.

Recent litigation that meets this description is set forth below:

- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below.

- *Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.*: On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler's appraisal services business by hiring employees who had been employed by Vision. Tyler filed a motion to dismiss, and while that motion was pending, the parties agreed to a resolution of the dispute. That agreed resolution was filed with the Court on June 29, 2018.
- *Munetrix, LLC v. Socrata, Inc.* (E.D. Mich. No. 2:17-cv-12598): Prior to its acquisition by Tyler, Socrata was sued by a Michigan company on claims relating to a contract award to Socrata by the State of Michigan. The lawsuit was resolved by the parties through a mutually agreeable resolution, which resolution was also finalized prior to the acquisition.

Out of an abundance of caution, we are disclosing two instances in which a customer prematurely filed a claim in court against Tyler (and/or its predecessor-in-interest, New World Systems Corporation). In each instance, the lawsuit was dismissed, and the parties followed an inter-party resolution process that successfully unwound each New World Public Safety portion of the project on mutually agreeable terms. Those customers are Great Falls, MT (2016); and O'Fallon, IL (2016). Both of these sites remain a Tyler client on other software.

Financial resources

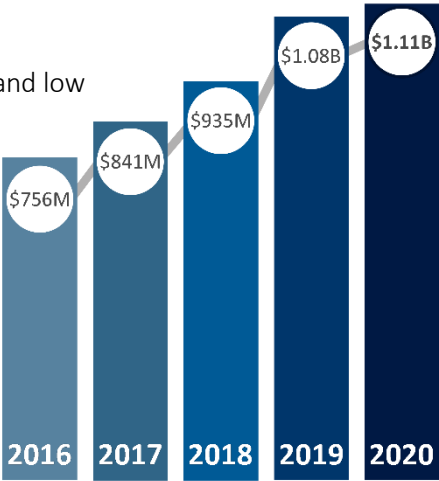
Note: Financial Information: Please provide an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be

included in the RFP response. If selected as a short listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.

2.10 Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



Section 3 Personnel Experience

Personnel Experience: The personnel to participate on this project, including roles and responsibilities, summary qualifications, and related experience.

3.1 Tyler Staff

Assembling a quality project team that suits for project needs is important. We appreciate your patience as we make arrangements to allocate resources for your project phases. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Due to the variable duration of selection and contract processes, it is difficult for us to predict resources that would be available at project commencement.

3.1.1 Sample Resumes

Name	Jennifer B.	
Title	Project Manager	
Education	Saint Joseph's College Master of Science in Education	
Office Location	Yarmouth ME	
Tenure	5 years	
Previous Experience	Tyler Technologies Implementation Consultant Saint Joseph's College Adjunct Faculty & Course Design	
Reference Projects	Town and County of Nantucket, MA Southlake, TX North Richland Hills, TX Farmers Branch, TX	Wellington, FL Paducah, KY Spartanburg County, SC

Name	Patty L.
Title	Project Manager
Education	Quincy College Business Administration
Office Location	Yarmouth ME
Tenure	13 years

Previous Experience	Tyler Technologies Implementation Consultant	
Reference Projects	Miramar, FL Dunnellon, FL Gallatin, TN	Riviera Beach, FL Park Ridge, IL
Name	Jillian L.	
Title	Project Manager	
Education	University of Southern Maine BA Art History	
Office Location	Yarmouth ME	
Tenure	3 years	
Previous Experience	Tyler Technologies Forms Analyst Tyler Technologies Administrative Assistant	
Reference Projects	Bedford County, VA Seekonk, MA Fernandina Beach, FL	Walton County, FL New Smyrna Beach, FL
Name	Ted B.	
Title	Implementation Consultant	
Education	Lyndon State College Bachelor's in Broadcast Design & Production	
Office Location	Yarmouth ME	
Tenure	3 years	
Previous Experience	Sinclair Broadcast Group Newscast Director	
Reference Projects	Seekonk, MA Walton County, FL University Place, WA	Zephyrhills, FL Dunedin, FL Upland, CA
Name	Shawn G.	
Title	Implementation Consultant	
Education	Bangor High School	

	High School Diploma	
Office Location	Hillsborough NC	
Tenure	3 years	
Previous Experience	Winxnet Asst. Systems Admin Bronson Audio Visual Lead AV Technician	
Reference Projects	Flagler County, FL Morrisville, NC	Manhattan Beach, CA Zephyrhills, FL

Name	Ella P.	
Title	Implementation Consultant	
Education	University of the Philippines Bachelor of Arts in Communication Arts	
Office Location	Yarmouth ME	
Tenure	5 years	
Previous Experience	Listen Up Espanol Director for Technical Setup Listen Up Espanol New Campaign Setups Department Manager	
Reference Projects	Wellington, FL Oakland Park, FL Upland, CA Buckeye, AZ Auburn, ME	Farmers Branch, TX Highland, IL Spartanburg County, SC

3.2 Project Resources

Tyler groups your team and Tyler resources based on their functional role within the project. This allows for easier staffing and communication within and between project teams. Please reference the project resource roles graphic below for a summary of responsibilities for each role. We have also included a RACI matrix to outline each stage and corresponding tasks. Our project approach is based on our experience and knowledge from working exclusively with public sector clients.



3.3 Roles and Responsibilities

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

3.3.1 Tyler Roles & Responsibilities

Tyler assigns project managers prior to the start of each phase of the project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple project roles.

3.3.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the project and is part of the Tyler escalation process, helping to facilitate implementation project tasks and decisions if needed.

3.3.1.2 Tyler Implementation Manager

Tyler implementation management is consulted on issues and outstanding decisions critical to the project only if needed.

3.3.1.3 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 client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in contract, implementation, and resource management and planning.

3.3.1.4 Tyler Implementation Consultant

Document activities for services performed by Tyler. They help guide the client through software validation process following configuration and facilitate training sessions. ICs also assist during go live processing.

3.3.1.5 Tyler Sales

Supports Sales to Implementation knowledge transfer during stage 1- initiate and plan- and provides historical information, as needed, throughout implementation.

3.3.1.6 Tyler Technical Services

Maintains Tyler infrastructure requirements and design document(s) and are involved in system infrastructure planning/review(s). They deploy Tyler products.

STAGE 1	Initial Coordination																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		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						

STAGE 1	Project/Phase Planning																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
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

STAGE 1	Infrastructure Planning																
	Tyler								Client								
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 Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
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 (SMEs)	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

STAGE 2	Solution Orientation																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
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

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
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 (SMEs)	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

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler							Client									
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 (SMEs)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Load Client Provided GIS Data into System (if applicable)			A				R				I						C

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

STAGE 3	Configuration																
	Tyler							Client									
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 (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (if applicable)			A	R							I	I		I			
Complete Client configuration tasks			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

STAGE 3	Process Refinement																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
			A	R							I	C	I	C			
	Conduct process training																

Confirm process decisions			I	C					A	R	C	I	C			
Test configuration			I	C						A	R		C			
*Refine configuration (COTS)			A	R						I	I		I			
Validate interface process and results			I	C			C			A	R		C			C
Update client-specific process documentation (if applicable)			I	C						A	R		C			
Updates to Solution Validation testing plan			C	C						A	R		C			C

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
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Provide data crosswalks/cod e mapping tool			A	C	R						I	I		I			
Populate data crosswalks/cod e 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

STAGE 3	Modifications Delivery		
	Tyler	Client	

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Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable) COTS											A	R					
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

STAGE 3	Solution Validation																
	Tyler								Client								
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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			

STAGE 4	Go-Live Readiness																
	Tyler								Client								
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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			A				R				C						C

STAGE 4	End User Training																
	Tyler								Client								
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 (SMEs)	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 (Client-led)			C	C							A	R	I	C	C	C	

STAGE 5	Go-Live																
	Tyler							Client									
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 (SMEs)	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
STAGE 5	Transition to Client Services																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Transfer client 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			

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
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 (SMEs)	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			

STAGE 6	Phase Close Out																
	Tyler								Client								
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 (SMEs)	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						

STAGE 6	Project Close Out																
	Tyler								Client								
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 (SMEs)	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 City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Section 4 Project Understanding

Project Understanding: Please summarize the team's understanding of the project.

4.1 Experience in the Public Sector & Project Understanding

Our product is exclusively developed and maintained for the public sector. From more than 35+ years, our expert teams have not only developed, implemented, and supported an industry leading product, but have been solely focused on designing options based on industry best practice. Our approach and commitment to local government agencies ensures our product delivers best practices that are inherent in the application based on our knowledge, experience and lessons learned.

Tyler has implemented over 575 EnerGov clients and through that we have identified key areas of workflow, decentralization, and system design that impact a municipal implementation approach. As such, our trained personnel perform and guide all aspects of an implementation incorporating expertise and past lessons learned into your project. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

Tyler prides ourselves on the caliber of employees that we can offer for implementation consultants (ICs). Our ICs have a deep understanding of the public sector from past work experience and great functional knowledge. Our project managers (PMs) benefit from Tyler-endorsed PMP credentials. We support our PMs to successful test and maintain their certification. We consistently deliver ongoing education for all employees. Our staff work each day to implement ERP projects in the public sector.

In reviewing and understanding your goals and requirements, we provide an implementation team best suited to deliver services to achieve your needs. We believe this is an important step in the implementation process and appreciate your patience as we arrange, for resources to be allocated to your project. Within the provided resumes, each member has listed recent projects and work experience. Our implementation team is structured to include several layers of resources for a well-developed implementation staff with experience working together as a team on similar client implementation projects. The project team assigned to your project is managed by a Tyler PM. Above the PM, each team has an implementation manager who monitors the project progress, provides team staffing, acts a counterpart to your steering committee, and resolves all decisions or issued elevated by the Tyler PM assigned to your project. The implementation manager reports directly to our vice president of implementation.

Statement of the team's capacity to perform the required work competently and expeditiously to meet the proposed schedule, as indicated by the firm's size and the availability of necessary personnel, subconsultant(s) availability, team's current workload, and equipment and facilities.

4.2 Team Capacity

Tyler regularly reviews our incoming projects, current active projects, prospects, staffing and phasing to ensure that we provide a superior customer experience. Tyler has over 190 employees working solely on our EnerGov products and over 45 implementation consultants dedicated solely to implementations of the EnerGov project for clients that are also purchasing, or already own Munis. We currently have 118 projects in an active or awaiting assignment implementation status. Tyler prides itself on our ability to manage resources and projects efficiently and effectively, delivering our services with the utmost professionalism, on-time and on budget.

Section 5 Approach and Scope of Services

Approach and the Scope of Service: Please provide the proposed scope of services and approach in response to this RFP. At a minimum, this should include

a description of the software,

5.1 EnerGov Community Development Overview

5.1.1 Permitting and Land Management

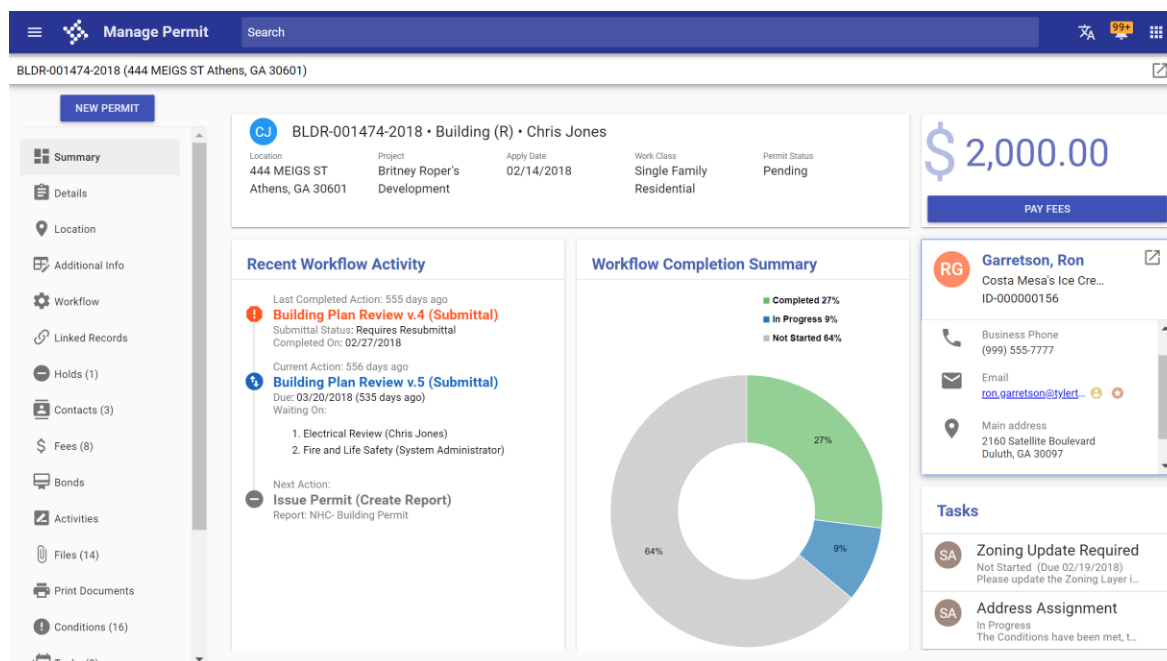
Automate land use planning, project review, permitting, inspections and the management of impact cases and objects with the EnerGov Permitting and Land Management Suite. With this multi-dimensional software, urban planning is easily done with the click of a mouse or touch of a screen. Your processes will be more efficient, and communication will be on the way up while data errors will plunge. That means revenue has the potential to spike, and your return on investment may be captured sooner than you think.

EnerGov's flexible system allows you to customize business processes for varying departments while maintaining the integrity of working within one, centralized system. Records in EnerGov can be directly linked to your GIS data, allowing users the ability to see important land-data and make more informed decisions. Tracking plan submittals and their associated reviews, organizing revisions, scheduling meetings and hearings, verifying contractor licenses, issuing permits, collecting fees, and managing the inspection process are tools that will help you streamline your process. EnerGov's ability to manage conditions, holds, GIS information, and historic data help to create a clear picture of the work being managed.

5.1.1.1 Features & Highlights

Manage Your Workflow

You will experience unparalleled flexibility in automating your organization's permitting, regulatory land use and enforcement processes when you deploy the Permitting and Land Management Suite. Superior configurability options allow for even the most complex business processes and workflows to be managed throughout the entire process lifecycle in a quick and efficient manner. Stop just tracking data and start realizing the benefits and efficiencies that managing with EnerGov affords.



Manage Objects

When you struggle with permitting equipment such as boilers, elevators and objects in a right-of-way that may have no address associated with them, think EnerGov. Our Object Management module helps uniquely identify these items and trace them through the permitting process.

Manage Impact Cases

Finances and permitting oversight can be a challenge to manage while you are regulating construction projects, and disparate systems can quickly turn project management into a difficult task. Impact Management solutions from EnerGov help you manage conditions of approval that impact project delivery so compliance is ensured, and revenue collections are timelier.

Reduce Error, Liability And Increase Revenue

Automating with EnerGov's Land Management Suite is a smart investment that can minimize human error and limit your agency's liability as it relates to permitting and regulatory land use. Flexible enough to take charge of escalation procedures and required operational steps, it is also solid enough to perform accurate jurisdictional GIS and decision-making analysis across the agency. With EnerGov Land Management, you never have to worry if conditions and land use requirements are maintained or enforced, or if corresponding information is tracked.

Streamline Your Operation

We realize resources can be scarce, and that makes it tough to manage the process of regulating and enforcing in a timely manner. EnerGov's Land Management Suite assists in this process by streamlining and automating many of the time-consuming processes from intake to task and field inspection routing or creating a fully automated regulatory environment.

5.1.1.2 Project & Land Use Management

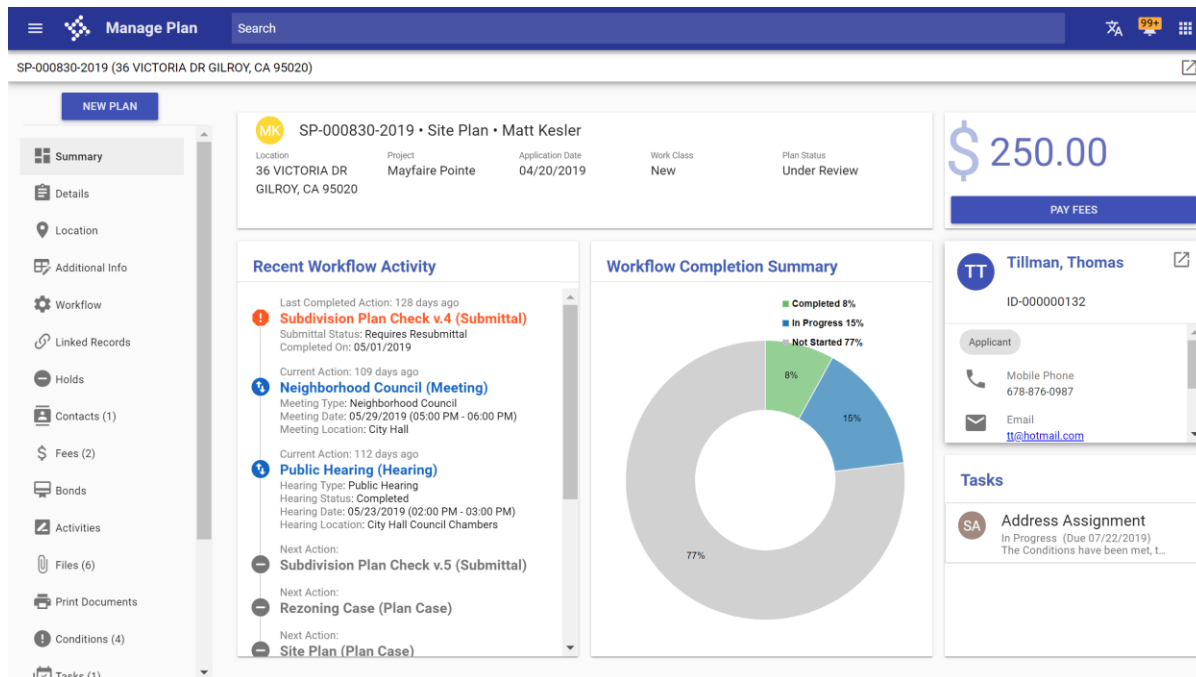
From smaller local projects to large-scale land development, Permitting & Land Management's Project Management module keeps related permits constantly accessible during the project management phase.

Parameters for the number and type of allowable plans or permits can be easily controlled, and conditions for each are easily established in accordance with local ordinances.

- Group related permits, plans, and code enforcement activity into one Project. Manage and view the status of the overall project, along with being able to see key details of associated records and easily access full record history.
- Track time spent on the project that can be used for reporting and/or to calculate fees.
- Create parent and child project hierarchies to manage critical relationships between multiple projects.
- Enhanced search capabilities allowing users to search by both current and historic project names.
- View all associated records in a timeline and map format using our project genealogy tool. Provides users with a visual display of the project's history and progress.

5.1.1.3 Plan Management

All types of plans at any project level can now be assessed with electronic plan review functionality. While actions within the workflow may be limited based on the type of record you are displaying, your productivity certainly won't be. And if you need to measure public outreach, review and hearing processes, it's no problem since the Plan Management module tracks all actionable items from meetings and hearings.



- Create highly customized workflow to manage the most complex to the simpler day-to-day tasks completed by the planning department. Color-coded and automatic versioning of the workflow helps planning managers view the progress of a project and track what the next steps are.
- Create meetings and hearings that will display on a centralized calendar. Track staff members and the public who have been invited and record history and notes. The calendar is also visible online for citizens to see what upcoming meeting and hearings they have scheduled with the jurisdiction.
- Use GIS tools to create mailing lists that can be linked to the plan record to send public notices.
- Generate documents and reports, such as public notices and letters, using the information entered on your centralized EnerGov record.

- Manage the submission of documents and subsequent reviews. Clearly marked and versioned workflow items track dates, comments, and outcomes.
- A variety of routing options allow you to determine how item review assignment should occur. Popular options include GIS Zone-to-Reviewer assignment, departmental load balancing, or using pre-determined review teams.
- Electronic Plan Reviews allows citizens to upload files through a portal. The files are added directly to the associated record.
- Plan Reviewers can manage their reviews through user-friendly workstations. Reviewers can add corrections from a library of codes. When using eReviews, reviewers can link their markups directly to corrections.
- Share submittal results with involved parties through citizen portals or through correction letters that can be generated directly from EnerGov.

5.1.1.4 Permit Management

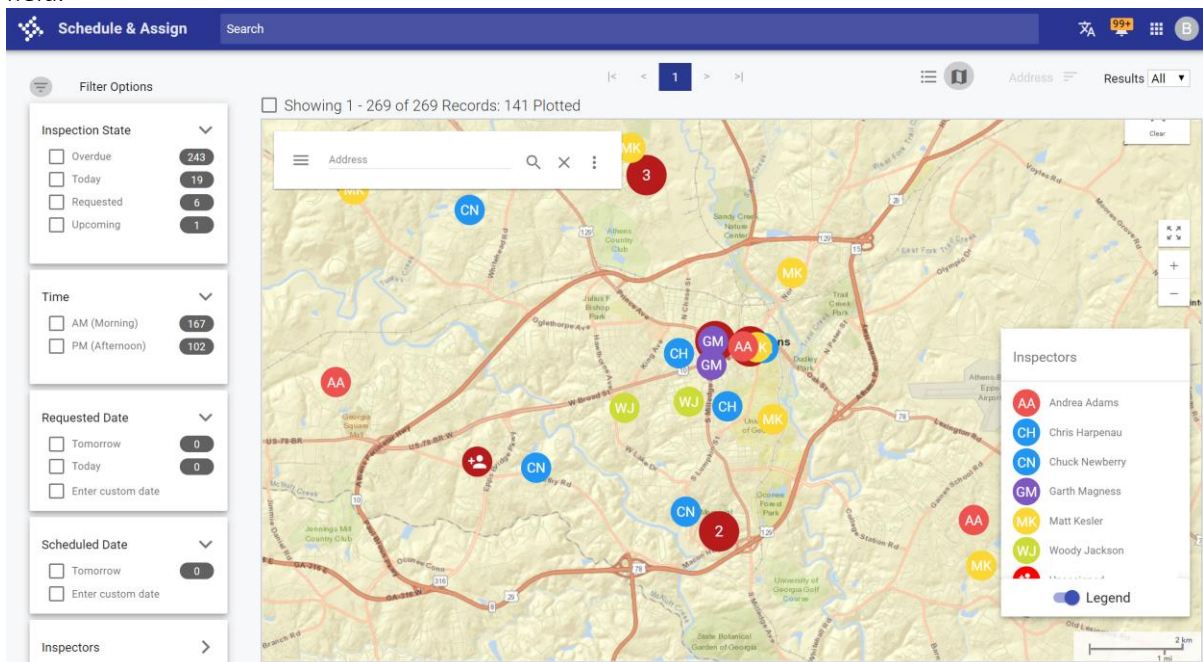
In a perfect world, approvals would come exactly when you need them. EnerGov's permit software helps your agency deal with the reality of project details and cycles by color coding differing versions of plan review submittals and inspections so that project history can be tracked, and fee revenue can be collected or recaptured.

- Create permits directly from a user-friendly GIS-viewer. EnerGov can display relevant GIS data on specific records to automatically fill in fields, add requirements to workflow, or create alerts.
- Utilize the permit record to create a complete, historical picture of what work was applied for, on what property, and who it is associated to. Automatic history-tracking is applied to all records to create a full story. Ability to track notes, meetings, emails and phone calls to add to this historic data.
- Customize workflows to manage the submittal, review, approval, issuance, inspection, and finalizing processes for your various departments. Due dates and assigned to fields allow multiple departments to interact with a single record seamlessly.
- Advanced fee calculation and cashiering options allow tracking payments made on records, billing contacts, and to easily retrieve invoice and receipt information. Widgets and advanced search screens allow managers to track overall fees collected to date to provide a comparison of revenue to date this year compared to last year.
- Automatically verify contractor and subcontractor licenses at the time of application and at permit issuance.
- Utilize conditions of approval and holds to prevent actions from happening on the permit unless certain milestones have been reached or critical issues have been addressed. Helps the users by providing the data up-front and minimizes the risk of errors.
- Associate cash or performance bonds to permit records. Manage partial and full releases accordingly.
- Save time on data entry by copying permits when someone is applying for multiple of the same type of permit.
- Extend the life of a permit automatically based on active inspection requests.
- Renew permits using customized renewal cycles to generate and pay invoices and to extend the permits' expiration date.
- Upload and view (if user security allow) attachments associated to the permit.
- Use documents, reports, widgets, and searching tools to capture critical information regarding history and trends. Plot search results on the map to view the data from a new point-of-view.

5.1.1.5 Inspections

Are you looking to take a greener approach to inspection management? Tyler can help. By receiving and scheduling inspection requests electronically, your office will see a significant decrease in phone calls and foot traffic, all interested parties will stay updated and communication will increase while you shuffle less paper. Field workers can also manage the inspection cycle through EnerGov's mobile applications and keep everyone updated in real time or as soon as connectivity is available.

- Empower citizens to request inspections through a citizen portal or through an automated phone system (IVR). Flexible configuration options allow you to further define how many inspections can be request for a day, cut-off times to request inspections for the following day, and much more!
- Easily track which inspections are associated to different projects—visible statuses, version, and inspector notes help track the inspections' history.
- Utilize a variety of scheduling and assignment options including the ability to auto-schedule inspections, assign inspections using load-balancing, use GIS to assign inspectors to zones, and many other options.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Our iG Inspect product allows inspectors to view inspections in the field, including previous inspection history. Inspectors can take notes, update status, take pictures, and email reports directly from the field.



5.1.1.6 Object Management

While a lot of permits and plans are associated to an address and/or parcel, sometimes you may need to permit against an object such as an elevator. Objects can be linked directly to a permit, plan, or to other objects.

- Track the status of the object independently. Review the status of each associated object on the originating permit or plan record in a user-friendly grid.

- Create a hierarchy of objects between parent objects and children objects to efficiently manage the connection between multiple objects.
- Track and manage critical dates such as created date, installation date, and operation start and end dates.
- Capture information specific to each type and classification of object using standard and customizable fields.

5.1.1.7 Impact Management

Managing fees and conditions because of impact cases such as Rezoning and Special Use Permit approvals can be time-consuming and littered with oversights. The Impact Management module eases the load by automatically adding impact fees and conditions to applicable permits or plans. An overall impact case will track the associated records by recording total money collected to date, the number of records impacted, and much more!

- Empower those interacting with customers to have the most updated and dependable information possible already reflected on the records they are working with. Impact Management will add relevant fees and conditions to the associated records, allowing employees to spend their time where it counts.
- Draw impact polygons on the map using EnerGov user-friendly GIS viewer. An impact case can be associated to this polygon to define what type of conditions will be applied to parcels intersecting this area.
- Track the overall progress of the impact case with statuses, dates, attached records, and conditions, and how much money has been collected to date.
- Add multiple monetary and non-monetary conditions to an impact case. Customize when the conditions should apply to associated records and how to assess the conditions.
- Use fee allocation tools to automatically total how much money has been collected to date, how funds have been allocated, and the remaining funds balance.
- Flexibility and advanced impact fee setup options including adjustments based on inflation.

5.2 EnerGov Business Management Overview

5.2.1 Licensing and Regulatory Suite

We understand the spectrum of services you have to provide, and EnerGov's Licensing and Regulatory Suite is your one-stop solution. If you need to automate the administration of licensing and regulatory review, approval, issuance, renewal, revenue collection, investigation or enforcement processes, this suite has the power to deliver beyond your expectations by coalescing all regulatory agencies involved. Departments or agencies who may benefit include business licensing, professional and occupational licensing, alcohol control, revenue collection, business tax, regulated services, environmental control, fire and industrial compliance and more.

5.2.1.1 Features and Highlights

Improve Efficiencies and Manage Centrally

EnerGov's Enterprise Server framework includes Enterprise Contacts Manager (ECM) that was specifically designed to allow for central management and serve as a single point of entry for all regulatory business modules, details, actions and events. From management of regulatory compliance cases to tracking constituent requests and renewing or applying for a license, EnerGov simplifies the process.

Flexible Approach to Regulatory Workflow Management

EnerGov's Licensing and Regulatory Suite enhances your operation by allowing for unparalleled flexibility in automating your organization's comprehensive licensing and regulatory requirements. Superior configurability options allow for government agencies to determine the appropriate licenses and cases to track, as well as associated details related to the agency's specific regulatory requirements. Even the most complex workflow cycles are no challenge for this technological approach.

Investigative and Enforcement Work Orders Automated

EnerGov's Licensing and Regulatory Suite automates your investigation and enforcement work orders, resource allocations and regulatory review routing to centrally connect and simplify operations. That means increased efficiency and a significant ROI.

Connect Disparate Departments, Agencies and Citizens

EnerGov's Licensing and Regulatory Suite empowers agencies to better connect departments, external agencies, processes, commercial entities, citizens and services. Utilizing a central database fosters collaboration, communication and efficiencies that affect your bottom line in a substantial way.

5.2.1.2 Business Management

Whether you need to track economic growth and development and/or regulate new businesses in your jurisdiction, EnerGov Business Management will help you reach your goals. Allow businesses to register online or in-person. Define the status, key dates of operation, and associated NAICS codes. Inspections can be conducted directly on a business, including reoccurring annual or semi-annual inspections. Use the business record as a starting point to create licenses and/or tax remittance accounts.

- Registering a business online allows your citizens to interact with you at their convenience— regardless of that's during normal business hours or not.
- Define the types of businesses that can be established such as corporations, sole proprietorships, or LLCs. Track critical information regarding this business including the DBA name, tax ID numbers, dates of operation, owners, employees, and emergency contacts.
- Use the business record as a way to group multiple licenses and/or tax remittance accounts. Provides a history of the overall business and its standing with your jurisdiction on a yearly basis.
- Track and report against the location of the business using multiple data points such as the address(es), parcel(s), location (in-city limits or out-of-city limits), and district fields.
- Define custom fields to further track and report against the information that's most valuable to you.
- Allow businesses to apply for and renew associated business licenses online or in person. Utilize updated information from the main business record to create appropriate licenses.
- Customize the license application and renewal process to fit your business needs directly. Determine the expiration dates based on a recurrence cycle so the expiration date will automatically calculate based on the issued date. Furthermore, determine the workflow that works best for your business process by assigning tasks, reviews, inspections, etc.
- Generate documents and reports to print and attach copies of the business license and renewal letters.
- Utilize quick and user-friendly screens to streamline the payment and issuance process for renewed licenses. Or, allow citizens to complete this process online minimizing the amount of paperwork done in your office.

5.2.1.3 Professional License Management

Need to track licenses against an individual? Professional Licensing in EnerGov allows citizens to apply for and renew their personal licenses. These capabilities are extended online, where citizens can fill in their application, pay their fees, and renew licenses outside of business hours and at their own convenience. Utilizing professional licensing as a part of EnerGov allows for a seamless association between contacts, their current licenses, and what work they are aiming to accomplish in your jurisdiction.

- Allows users to apply for and renew professional licenses in person or online. Serve the needs of the public by opening this extended flexibility while minimizing the amount of paperwork that needs to be completed internally.
- Ability to track critical dates of the license such as the application, issued, expiration, and last renewal dates. The expiration date will automatically generate based on the license cycle, which is configurable.
- Streamline your business processes by allowing EnerGov to verify if a contact has the proper professional license. Does a permit require a contractor to have a specific license? Does a business owner need a current professional licensing? EnerGov can cross-reference these requirements to provide users with relevant, updated information at defined points of the process.
- Define customizable workflow for professional licenses and the renewal process. Allows multiple departments and users varying levels of interaction and provides overall accountability.
- Generate documents and reports such as licenses and renewal letters. Automatically attach copies of these reports, and other relevant documents, directly to the license for future reference.

5.2.1.4 Inspections & Investigation

Need to schedule and track inspection history? EnerGov's versatile inspection management tools allow inspections to be linked to businesses, licenses, requests, code cases, permit, plans, and various other modules. Advanced configuration and scheduling tools are geared towards providing a user-friendly way for citizens to monitor their inspections while allowing you to schedule, track, and search for inspections.

- Create inspections related to businesses, licenses, permits, or code cases, allowing a complete history of site visits and inspections to be tracked on one record.
- Track how many times an inspector or officer has visited the site with automatic versioning in the workflow.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Additional tools to track all of the correspondence used to resolve issues from emails, phone calls, posted notices, walk-in inquiries and much more.

5.2.1.5 Request Management

Citizen requests and complaints can now be easily managed with the help of EnerGov's Citizen Response System. Reports of potholes, overgrown lots, damage to public facilities or other issues can be reported by citizens through a web portal, along with the location and any pictures or notes taken. Government staff can then assign inspections, work orders and code enforcement action, making citizen responsiveness as easy as a click.

- Online portal allows citizens to submit complaints and/or requests. As an administrator, you have the flexibility to customize options such as allowing anonymous complaints, requiring a specific address, or allowing individuals to submit a general location.
- Utilize activity and inspection tools to track the steps taken to address the complaint.

- Built-in fields to determine the assignment of the complaint, the priority, and critical dates help prioritize daily responsibilities, enabling you to better serve the public.
- Easily escalate a complaint/request into a full code case. EnerGov will automatically copy relevant information onto the code case so you don't have to re-enter the same data.

5.2.1.6 Enforcement Case Management

Within your economic development efforts, it's important that communities in your jurisdiction stay clean and safe. Rental units are no exception. EnerGov's Rental Property module supports the enforcement of ordinances in regard to exterior maintenance such as weed control, garbage or junk. Its workflow system also accommodates one-time or recurring inspections for utility connection within rental units to keep long-term tenants in compliance. It does so through its unique capability to identify the property and its owner or manager, their registration or licensing, and site inspection cases or cycles.

- Highly customizable workflow that allows multiple violations to be associated to one code case. Each violation can be resolved independently and has its own set of compliance dates, priority, fees, notes, and status.
- Ability to extract data from the code case into customizable reports to generate notices, letters, and reports regarding the history of the code case.
- Assignments on the code case can be managed on the overall code case and on individual inspections and tasks, allowing multiple individuals and departments to have ownership in the process.
- Advanced security settings allow contacts on code cases to be hidden from the public and from internal staff.
- Batch update code cases to change the assigned to, contacts, status, and more. Batch update widget allows administrators to monitor the progress of updates and easily view impacted records.
- Widgets and advanced searching tools empower code officers and managers to know what violations are approaching their compliance dates, what their workload looks like, and items they need to follow-up on.
- Ability to see code cases associated to the parcel and/or contact directly on each code case.

technical requirements,

5.3 Tyler System Specifications

Rev. 20201210

Tyler Technologies applications are designed to operate on systems that meet specific requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Tyler SaaS deployments should disregard any references of “on-premises” specific requirements.

On-Premises Server Requirements

Overview

Tyler supports several server environment deployment types including bare-metal and virtualized environments, high availability configurations, and dedicated testing environments. Production and non-production application environments (e.g., train, test) are deployed to the same servers unless otherwise noted or desired by the client.

Operating system, database, and application software is included for reference only. It is the client’s responsibility to properly license all third-party software, including OS and RDBMS, and procure required infrastructure.

The following server specifications are provided as general guidance only. Clients should contact their sales representative or Tyler’s Deployment Department for approval of desired configuration prior to procurement or configuration of production infrastructure.

General Server Requirements

Component	Requirement
General Requirements	Servers / VM’s dedicated to Tyler products Microsoft Windows Certified Server (nationally recognized brand) External backup solution Gigabit Ethernet RAID storage Dedicated partitions for OS, Tyler applications, and databases
Operating System	Microsoft Windows Server 2016 or 2019 Standard or Datacenter
Database Software	Microsoft SQL Server 2016, 2017, 2019 Standard or Enterprise [1]
Additional System Software	Microsoft components including Microsoft VCSASP, Visual C++ Runtime Libraries Java Runtime Environment (JRE), Java Development Kit (JDK) [2]
Network Environment	Microsoft Active Directory [3] and DNS services
GIS Environment [4]	Esri ArcGIS for Server 10+ or ArcGIS Online

[1] SQL Server Enterprise Edition is only required for clients who wish to use advanced RDBMS functionality such as SQL AlwaysOn Availability Groups for high availability.

[2] JRE required on TCM and ExecuTime application servers only. JDK required on TCM application servers only.

[3] Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

[4] Dedicated GIS environment is only required for use with Munis MapLink, Tyler EAM, or EnerGov. ArcGIS Online is not supported MapLink. Installation and maintenance of GIS environment is the responsibility of the client.

Hardware Requirements

EnerGov – Up to 25 Users

The following server infrastructure is required for a Tyler implementation sized up to 25 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database & EnerGov Application Server	1	6	32	1000
EnerGov Service Server	1	6	16	200
SQL Server Reporting Services Server [1]	1	6	16	250
External Web Server	1	6	16	150
Total Resources	4	24	80	1600

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

EnerGov – Up to 50 Users

The following server infrastructure is required for a Tyler implementation sized up to 50 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database Server	1	6	32	1500
EnerGov Application Server	1	6	24	150
EnerGov Service Server	1	6	16	200
Tyler Infrastructure Server	1	4	16	200
SQL Server Reporting Services Server [1]	1	6	16	250
External Web Server	1	6	16	150
Total Resources	6	34	120	2450

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

EnerGov – Up to 100 Users

The following server infrastructure is required for a Tyler implementation sized up to 100 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database Server	1	8	64	2500
EnerGov Application Server	1	8	32	150
EnerGov Service Server	1	8	16	200
Tyler Infrastructure Server	1	4	16	200
Tyler Search Server	1	8	16	200
SQL Server Reporting Services Server [1]	1	6	32	250
External Web Server	1	6	32	150
Total Resources	7	48	208	3650

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

Server Definitions

Database Server (DB)

Hosts Microsoft SQL Server for all Tyler application databases.

EnerGov Application Server (EAS)

Hosts EnerGov application server and IIS; accessed via HTTPS.

EnerGov Service Server (EGSS)

Hosts services for managing EnerGov background processes. Because of their need for resources, it is required to have these services reside on their own server so that they don't impact the use of EnerGov applications and other web server products.

Tyler Infrastructure Server (TIS)

Hosts Tyler Infrastructure server components such as Tyler Identity and Tyler Hub, and IIS. Additional Tyler applications such as Tyler Parks and Rec, and Tyler 311 may also be hosted on this server. All applications are accessed via HTTPS.

Tyler Search Server (TSS)

Hosts Elasticsearch services and database, and Tyler Search services. Only required with EnerGov deployments of 100 or more users on an as-needed basis. It is recommended that the underlying storage for the Elasticsearch database utilize SSD drives.

SQL Server Reporting Services Server (SSRS)

Hosts SQL Server Reporting Services. Only required with EnerGov Public Maintenance Management (PMM) and Tyler Parks and Rec.

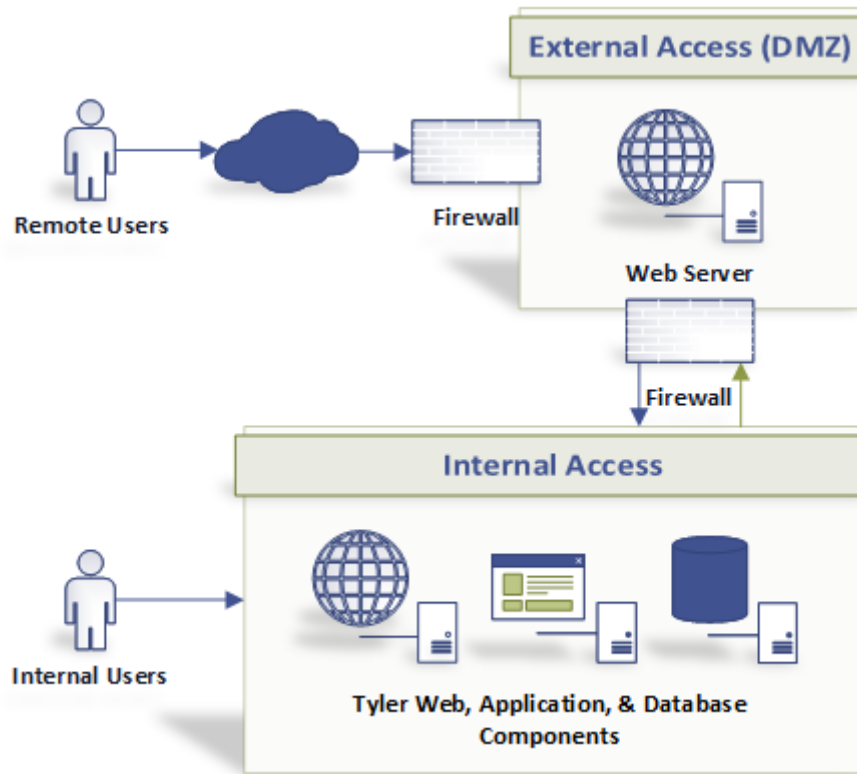
External Web Server (EWS)

Hosts Tyler self-service applications, EnerGov Decision Engine, EnerGov IVR, mobile services, and IIS; accessed via HTTPS.

File Server

Some clients deploy a dedicated file server where document attachments are stored. Otherwise, attachments are stored on any one of the web or application servers, or an existing file server. Attachments on a file server are accessed via an IIS virtual directory pointed at a UNC path on the file server. The service account running the application pool and application needs to have read and write permissions on the share and file system. File attachments for PMM would also be utilized on this file server.

Configuration Diagram



Storage

Enterprise-level, redundant storage arrays using high-bandwidth iSCSI or fiber channel backend connection/s should be used for all Tyler servers. Disk input/output (I/O) performance is also important for successful deployment of Tyler applications. Tyler recommends Microsoft's SQLIO Disk Subsystem Benchmark Tool to measure disk performance and provide minimum IO to run Tyler applications.

Minimum I/O

I/O measurements for Tyler database storage should meet or exceed the following:

	Random Writing	Random Reading
8K - IOPS	5000	7000
8K - MBs/sec	50	55
8K - Avg. Latency (ms)	5	5
128K - IOPS	1000	2500
128K - MBs/sec	150	175
128K - Avg. Latency (ms)	20	20

Virtualization Support

VMware vSphere and Microsoft Hyper-V are supported for virtualizing servers. It is a requirement that virtualized guests are given dedicated memory and host virtual CPUs are not over committed. VM provisioning is the responsibility of the client; Tyler Technologies does not offer any training or installation services for VMware or Microsoft Hyper-V.

High Availability

Tyler supports a variety of high availability (HA) server configurations. Tyler's recommended HA configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For environments requiring multiple SQL Server servers, SQL Server AlwaysOn Availability Groups is recommended. A hardware-based network load balance appliance is required when using multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however all server configuration is the responsibility of the client.

Network Requirements

SSL Certificate Requirement

Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA) such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. *tylerapp.yourdomain.org*) are supported, though a wildcard certificate (e.g. **.yourdomain.org*) is commonly used for multiple servers on the same domain.

External / Internet Application Access

Tyler supports most industry standard methods of providing external access to on-premises applications. These options include but are not limited to; hosting web applications in a client's DMZ, NAT port mapping, Application Request Routing (ARR) with IIS, and VPN. Deployment and network configuration of on-premises Tyler applications is dependent on the client's preference of providing this access.

Bandwidth Requirements

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS hosting and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband connection
- Recommended: 10/100 Mbps network connection
- 30 Kbps per concurrent user session

Server to Server (on-premises only):

- 1GBps network connection

Microsoft Active Directory

Microsoft Active Directory is used and required for authentication with select on-premises hosted Tyler ERP applications. Tyler SaaS hosted clients can optionally use Active Directory authentication with select Tyler applications. Tyler provided user accounts are used with Tyler SaaS hosted applications not supported with client Active Directory or if clients opt to not use their Active Directory for authentication with supported apps.

Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

Email Server Integration

An SMTP / IMAP email server is required for sending application notifications.

The following advanced scheduling functionality is supported with Microsoft Exchange only.

- Appointment creation on records directly from select Munis applications.
- EnerGov inspection, meeting, hearing, and task scheduling. Sites without Exchange can perform these tasks using an integrated application calendar.

End-User Requirements

Microsoft Windows Workstation Requirements

Component	Requirement [1]
Workstation	Microsoft Windows Certified PC (Nationally recognized brand)
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Operating System	Windows 10 (64-bit)
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended; ePlans Review: 2560 x 1600
Productivity Software	Microsoft Office 2013, 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser [1]	Application Support
Google Chrome	Recommended with Munis, ExecuTime, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Microsoft Edge	Supported with Munis, ExecuTime, EnerGov, SIS, and all self-service applications.

Mozilla Firefox	Supported with Munis, EnerGov, SIS, and all self-service applications.
Internet Explorer 11	Supported with self-service applications only.

[1] Tyler only actively validates the latest version.

Apple macOS Workstation Requirements

Component	Requirement [1]
Operating System	macOS 10.14 or later
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended, 2560 x 1600 for ePlans Review
Productivity Software	Microsoft Office for Mac 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser	Application Support
Apple Safari 12	Supported with ExecuTime, Munis, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Mozilla Firefox (latest version)	Supported with EnerGov, Munis, and all self-service applications.

macOS Limitations

Some Tyler applications or select application functionality are not supported on macOS. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization solutions such as Parallels Desktop for Mac and VMware Fusion.

EnerGov

EnerGov is fully supported on macOS except for eReviews.

Mobile Device Support

Tyler offers many mobile options to access select Tyler applications and functions from a mobile and/or touch-enabled device.

Application	Any Device	Android	iOS	Windows
EnerGov Inspections [†]	--	--	App	App
EnerGov Enforcement Management	--	--	App	--

Tyler 311 My311 & MyCivic	Mobile Web	App	App	Mobile Web
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App: Native mobile app available for download from respective app store.
Mobile Web: Mobile optimized or responsive web site. Not all devices validated.
Web App: HTML applications only. Not all devices validated. Not all web applications optimized for mobile devices / smaller screens.
Some applications may require remote access configuration by client.
[*]: iOS recommended for broader feature set. Contact sales or implementation representative for more details.

Peripherals

Printers

Most application output can be printed to any printer accessible from an end-user’s device. Tyler recommends laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

Printer Type	Reports	Forms	Additional Notes
HP or HP Compatible Laser Printer	Yes	Yes	PCL 5 or above

Ref: EG

training options,
importation of past permitting data,
support and maintenance.

5.4 Implementation

Tyler's implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler's methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. 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 Client's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both the Town of Palm Beach and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Town of Palm Beach and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Town of Palm Beach 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.

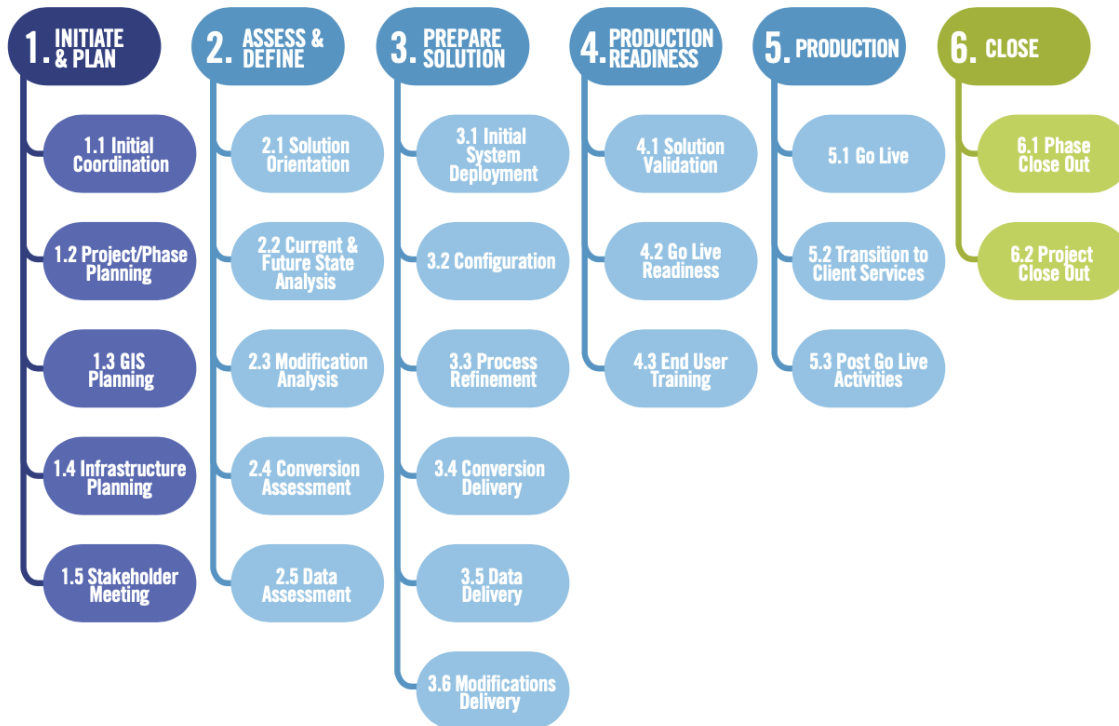


The delivery approach is systematic, which reduces variability and mitigates risks to ensure project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project.

5.5 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 Town of Palm Beach.

Work Breakdown Structure (WBS)



5.6 Project Management

Our approach to project governance has been continuously improved during Tyler's more than 35+ years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That's exactly why we don't contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project in order to staff the project with subject matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

5.6.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an implementation project. As part of implementation, each new Tyler client will be provided a project portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's client services team for the first year of live processing.

5.6.2 Management and Scope

The Tyler project manager (PM) and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler PM(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

5.7 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the Town of Palm Beach goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

5.8 Tyler Training Plan

Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.

5.8.1 Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user, whiteboard, printer in the room or nearby, and one computer connected to a projector.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

5.8.2 Responsibilities

Tyler knows the value of being prepared for the use of our software in production. Our goal is to partner with you and lend our expertise based on experience, in order to allow your resources to be successful at go-live.



Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.

5.9 Solution Validation

Making sure your new system works the way you need it to be is paramount to the success of the implementation. Tyler's quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive validation plan is set in place and may include system infrastructure audits, conversions, and modification delivery.

A controlled environment is created for high-level product modification validation, import and export interface, functional flow, and reliability.

The goal of validation is for end users to gain extensive product experience, develop a high level of confidence in Tyler's products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- Modifications are delivered and fully integrated into the solution
- A managed issues list is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

5.10 Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

The purpose of this task is to transition the Town of Palm Beach's data from your 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 Town of Palm Beach will review specific data elements within the system and identify and/or report discrepancies. Iteratively, Tyler will collaborate with the Town of Palm Beach to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

5.10.1 Data Conversion Standards & Responsibilities

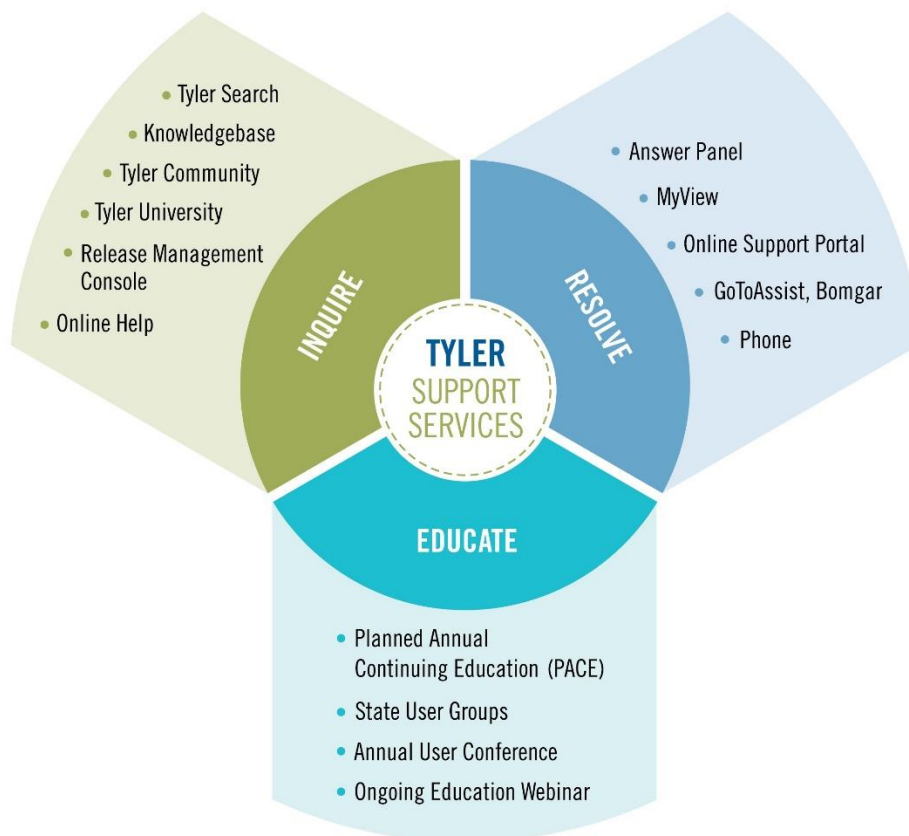
While Tyler's data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

5.11 Tyler Technical Support

Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal.

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.



- **Tyler Search** – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service
- **Tyler Knowledgebase**- a documentation library in a single, easily accessible location
- **Tyler Community** – Tyler's online forum available 24/7
- **Tyler University**- Tyler's e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console**- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues

- **Online Help**- context sensitive field help and procedural information to assist your team in completing program tasks
- **Answer Panel**- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.
- **MyView**- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- **Online Support Portal**- log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar**- remote assistance from Support used to connect to your desktop
- **Phone**- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- **State User Groups** – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference** – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

5.11.1 Focused by Application

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support's goal is to return all requests for Support within one business hour.

SUPPORT TEAM	STANDARD DAYS	STANDARD HOURS
Munis Financials	Monday – Friday	8:00 AM – 9:00 PM EST
Munis Payroll/HR	Monday – Friday	8:00 AM – 9:00 PM EST
Federal and State Reporting	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Other Revenue & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Tax Billing & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Utility Billing & Collections	Monday – Friday	8:00 AM – 8:00 PM EST
Tyler Forms, Content Manager & Reporting Services	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management*	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management SaaS**	Monday – Friday	8:00 AM – 6:00 PM EST
Support resources are available 8:00 AM – 5:00 PM across four standard time zones (EST, CST, MST, and PST) and staffing is consistent to support the volume of cases throughout the business day.		

*Tyler Systems Management is available one Saturday per month for upgrades.

**on call service after hours

5.11.2 Incident Tracking

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description,

correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

PRIORITY	DESCRIPTION	RESOLUTION
CRITICAL	Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.	1 day or less
HIGH	A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionality is not working.	10 days or less
MEDIUM	Issue is non-severe.	30 days or less
NON-CRITICAL	Issue is a lower priority and you will work with Support as time permits.	60 days or less

5.11.3 Software Updates & Maintenance

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our evergreen philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract. Enhancement releases take place every year and are scheduled with the client to provide the best possible timeframe for both the client and Tyler. Upgrades, however, occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients.



The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the

consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will:

- Help clients better leverage product enhancements
- Provide a workflow “maturity model” for clients to follow
- Offer strategic planning services and training resources
- Offer a client executive program to help clients build and implement a continuous improvement plan
- Provide domain expertise, with defined integration points and common support methodology

Section 6 Schedule

Schedule: The timeframe for the scope should be included with a calendar showing the projected timeframe for completion of phases.

6.1 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the Town's goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

6.1.1 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

Phase	Module	Duration in Months	Project Plan in Months											
				1	2	3	4	5	6	7	8	9	10	11
1	EnerGov	12	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> 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Section 7 Fee

Fee: Vendor should propose a Not-to-Exceed Fee. The fee should be broken down by phases, tasks, or deliverables. Recurring annual maintenance costs should also be provided.

7.1 Tyler Investment Summary

Please reference the following pages.



Quoted By: Christina Young
Date: 5/27/2021
Quote Expiration: 8/24/2021
Quote Name: Town of Palm Beach-ERP-EnerGov
Quote Number: 2021-123921-2
Quote Description: EnerGov - Full Suite

Sales Quotation For

Town of Palm Beach
360 S County Rd
Palm Beach, FL 33480-6735
Phone +1 (561) 838-5444

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

EnerGov Advanced Automation Bundle	3.0	\$5,030.00	16	\$2,960.00	\$0.00
EnerGov Business Management Suite (20) - Software	3.0	\$15,120.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management - Software	3.0	\$4,032.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development - Software	3.0	\$4,032.00	0	\$0.00	\$0.00
EnerGov Community Development Suite (22) - Software	3.0	\$16,632.00	0	\$0.00	\$0.00
EnerGov Content Management API - Software	3.0	\$1,360.00	0	\$0.00	\$0.00
EnerGov Core Foundation Bundle - Software	3.0	\$1,134.00	0	\$0.00	\$0.00
EnerGov e-Reviews - Software	3.0	\$5,292.00	0	\$0.00	\$0.00
EnerGov iG Workforce Apps (8)	3.0	\$2,016.00	0	\$0.00	\$0.00
EnerGov Report Toolkit - Software	3.0	\$1,260.00	0	\$0.00	\$0.00
Tyler GIS (42)	3.0	\$5,292.00	0	\$0.00	\$0.00
EnerGov IVR - Software	3.0	\$9,000.00	0	\$0.00	\$0.00
TOTAL:		\$70,200.00	16	\$2,960.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

EnerGov Business Management Suite (23)	\$48,300.00	228	\$42,180.00	\$9,400.00	\$99,880.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$11,200.00	24	\$4,440.00	\$0.00	\$15,640.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$11,200.00	24	\$4,440.00	\$0.00	\$15,640.00	\$0.00
EnerGov Community Development Suite (27)	\$56,700.00	440	\$81,400.00	\$16,450.00	\$154,550.00	\$0.00
EnerGov Content Management API	\$3,780.00	64	\$11,840.00	\$0.00	\$15,620.00	\$0.00
EnerGov Core Foundation Bundle	\$3,150.00	16	\$2,960.00	\$0.00	\$6,110.00	\$0.00
EnerGov e-Reviews	\$14,700.00	80	\$14,800.00	\$0.00	\$29,500.00	\$0.00
EnerGov iG Workforce Apps (8)	\$5,600.00	16	\$2,960.00	\$0.00	\$8,560.00	\$0.00
EnerGov IVR	\$25,000.00	24	\$4,440.00	\$0.00	\$29,440.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	0	\$0.00	\$0.00	\$3,500.00	\$0.00
Tyler GIS (50)	\$17,500.00	8	\$1,480.00	\$0.00	\$18,980.00	\$0.00
Sub-Total:	\$200,630.00		\$170,940.00	\$25,850.00	\$397,420.00	\$0.00
<i>Less Discount:</i>	<i>\$126,600.00</i>		<i>\$0.00</i>	<i>\$12,925.00</i>	<i>\$139,525.00</i>	<i>\$0.00</i>
TOTAL:	\$74,030.00	924	\$170,940.00	\$12,925.00	\$257,895.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$5,100.00	\$5,100.00	\$0.00
EnerGov Community Development Forms Library (5 Forms)	1	\$5,100.00	\$5,100.00	\$0.00
EnerGov Phase NTE Provision	1	\$41,500.00	\$0.00	\$41,500.00
Project Management	116	\$185.00	\$0.00	\$21,460.00
Sub-Total:				\$73,160.00
<i>Less Discount:</i>				<i>\$10,200.00</i>
TOTAL:				\$62,960.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$74,030.00	\$0.00
Total SaaS	\$0.00	\$70,200.00
Total Tyler Services	\$249,785.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$323,815.00	\$70,200.00
Contract Total	\$534,415.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management - Conversion	\$9,400.00	\$4,700.00	\$4,700.00
EnerGov Community Development - Conversion	\$16,450.00	\$8,225.00	\$8,225.00
TOTAL:			\$12,925.00

Optional SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

Additional:					
EnerGov Advanced Automation Bundle	3.0	\$17,030.00	16	\$2,960.00	\$0.00
EnerGov Decision Engine	3.0	\$8,700.00	8	\$1,480.00	\$0.00
TOTAL:		\$25,730.00	24	\$4,440.00	\$0.00

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Additional:						
EnerGov Business Management Suite (23)	\$48,300.00	\$48,300.00	\$0.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$11,200.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$11,200.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
EnerGov Community Development Suite (27)	\$56,700.00	\$56,700.00	\$0.00	\$0.00	\$0.00	\$0.00
EnerGov Content Management API	\$3,780.00	\$0.00	\$3,780.00	\$0.00	\$0.00	\$0.00
EnerGov Core Foundation Bundle	\$3,150.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00
EnerGov e-Reviews	\$14,700.00	\$0.00	\$14,700.00	\$0.00	\$0.00	\$0.00
EnerGov iG Workforce Apps (8)	\$5,600.00	\$0.00	\$5,600.00	\$0.00	\$0.00	\$0.00
EnerGov IVR	\$25,000.00	\$21,600.00	\$3,400.00	\$0.00	\$0.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler GIS (50)	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$200,630.00	\$126,600.00	\$74,030.00	\$0.00	\$0.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

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

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support. The Munis SaaS fees are based on 50 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.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent. Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 3 unique business transactions, 3 template business transactions, 2 georules and 2 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" of 8 unique business transactions, 8 template business transactions, 4 georules and 4 automation events. Configuration elements beyond this will be owned by the client.

Section 8 References

Professional references (five minimum) of recent work, including name, affiliation, address, phone number, and email.

Please see References provided on the template provided.

Section 9 Terms and Conditions

9.1 Sample Contract

Please reference the following pages.



LICENSE AND SERVICES AGREEMENT¹

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions 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 License and 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 [INSERT CLIENT NAME].
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, 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.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit 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 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 Software, as applicable and attached as 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 you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth in Exhibit D, Schedule ____

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree 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.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set

forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

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 you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We 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 your personnel to provide such cooperation and assistance (either through action or omission).
8. 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.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you 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. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. 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 we fail 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 you 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 you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. 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. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. 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 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Performance Bond. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of \$[X]. The cost of the Bond, equal to \$[Y], is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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.

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]



Attention: Chief Legal Officer

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you 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.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

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

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *Subscription Fees:* Your initial subscription fees for Postal Xpress, Tyler Transparency and Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

2. Professional Services.

2.1 *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.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *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, we will bill you the actual services delivered on a time and materials basis.

2.4 *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. You 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. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Except as otherwise provided, 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.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees. [Include as applicable]

3.1 *Systems Management:* Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Agreement for Tyler Systems Management attached to this Agreement as Exhibit _____. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services:* Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit _____.

- 3.3 **Payroll Tax Table Update Fee:** The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.4 **Performance Bond:** We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.
- 3.5 **Brazos Hosting Fees:** Hosting fees for the Brazos software are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.
- 3.6 **Annual Fees:** Annual fees for the Tyler Incode applications set forth in the Investment Summary are invoiced on the Effective Date. Subsequent fees are due annually in advance of each anniversary thereof at our then-current rates.
4. **Third Party Products.**
- 4.1 **Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 **Third Party Software Maintenance:** The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 **Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 **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.
- 4.5 **Tyler Notify Minutes and Messages:** Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.
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 at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



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

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 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;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we 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, you agree 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. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, 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.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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 and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

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). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting 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 responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. 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.
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 support incident. 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 lost 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 support incident. 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. 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
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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop 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

DocOrigin End User License Agreement

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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

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- 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.
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- 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

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- 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.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E

Statement of Work

TO BE INSERTED



SOFTWARE AS A SERVICE AGREEMENT¹

This Software as a Service Agreement is made between Tyler Technologies, Inc. and 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 **INSERT CLIENT NAME**.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your 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 you, 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.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

¹ **HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.**

- **“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.
- **“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 your 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 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 Software, as applicable and attached as 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 you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree 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. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do 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 you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(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. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you 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 you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In

either event, databases containing your Data will be dedicated to you 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 any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You 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.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 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.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree 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.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
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 you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
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. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We 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 your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 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 you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we 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, you agree 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. We strongly recommend that you also maintain your 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 you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is **three (3)** years from 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. Your 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, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree 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 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), 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 WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You 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, you 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.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. 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 we fail 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 you 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 you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. 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. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. 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 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| 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 |
| Exhibit E | Statement of Work |

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.

INSERT CLIENT NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

INSERT CLIENT NAME
CLIENT ADDRESS
ADDRESS
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you 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.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

We will provide you 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: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your 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. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
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
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you 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, we will bill you the actual services delivered on a time and materials basis.³
 - 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

² IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

³ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

applicable modification. You 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. You 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.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you 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 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.

4. 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; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁴

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

⁴ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

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 we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

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

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

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

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

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

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

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

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

III. **Service Availability**

a. Your Responsibilities

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 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

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, 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.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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 and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

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). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting 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 responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. 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.
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 support incident. 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 support incident. 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. 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
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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop 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
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7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

9.2 Exceptions

Town of Palm Beach, Florida ("Client")
Request for Proposals: Building and Zoning Permit Software

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. ***Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.*** Tyler shall be obligated to provide products and services only upon execution, and under and according to the terms and conditions, of the mutually negotiated contract between Tyler and the Client.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- **Insurance:** During the course of performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the

contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

- Ownership: We do not agree to work for hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- Public Disclosure: We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- Compliance with RFP: Tyler's Proposal is in compliance and subject to the RFP terms, **except as modified by, taken exception to, and as otherwise provided in Tyler's proposal.**

Project Management Plan

Tyler Technologies

SAMPLE

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SAMPLE

Introduction

All successful implementations require strategic planning, performed at various stages throughout the project lifecycle. This Implementation Management Plan is a compilation of what Tyler considers to be some of the most important management plans needed during implementation. Please make sure to add the client's Change Management Plan to the Project SharePoint, as well as any other relevant management plans that may have been developed.

One of the biggest challenges faced with Management Plans is actually putting them to use. Too often, the burdens of day-to-day project activities seem to outweigh the importance of having a plan in place; especially one that is clearly communicated, carefully followed, and revised as needed. Tyler's implementation methodology carefully establishes a formal placeholder for planning sessions at the onset of each phase and requires acceptance of the Management Plan as a deliverable.

Scope Management Plan

Purpose

The focus of the Scope Management Plan is on managing the scope of the project as it is defined at the onset of the project/phase and determining when changes are to be considered, how requests are to be processed through the organization, and who is involved in authorizing the change to scope.

This plan documents the scope management approach, roles and responsibilities as they pertain to scope change control. Any project communication which pertains to the project's scope should adhere to the Scope Management Plan.

Scope Management Approach

It is important to clearly define the approach to managing the project's scope. This section provides a summary of the Scope Management Plan and addresses the following:

- Authorities and responsibilities for scope management
- Scope change process (who initiates, who authorizes, etc.)

Scope management will be the responsibility of both the client and Tyler Project Managers. The scope for this project is defined by the Agreement and Scope Statement.

Scope Roles and Responsibilities

In order to successfully manage a project's scope, it is important to clearly define all roles and responsibilities for scope management. This section defines all of the project roles of those who are involved in managing the scope of the project. It should state who is responsible for scope management and who is responsible for accepting the deliverables of the project as defined by the project's scope. Any other roles in scope management should also be stated in this section.

The Project Managers, Sponsor and project team will all play key roles in managing the scope of this project. As such, the Project Sponsor, Project Managers, and team members must be aware of their responsibilities in order to ensure that work performed on the project is within the established scope throughout the entire duration of the project. The table below defines the roles and responsibilities for scope management.

Name	Role	Organization	Responsibility
	Project Manager	client	Evaluate Change Request, Prepare Change Request Form
	Project Manager	Tyler	Prepare response to Change Request Form, Evaluate impact to schedule, budget
	Steering Committee	client	Evaluate the recommendations from the Project Team, weigh the benefits vs. cost of budget/timeline impact, make decisions on scope changes
	Project Sponsor	client	

Project Scope Statement

The scope statement provides a description of the deliverables, assumptions, and acceptance criteria and will be uploaded to the Project SharePoint site for reference throughout the project.

Scope Verification

As the project progresses, the client Project Manager will verify project deliverables and control points against the Project Scope Statement. Once the client Manager verifies that they meet the requirements, the client Project Manager complete the acceptance of the deliverable/Control Point. This will ensure that project work remains within the scope of the project on a consistent basis throughout the life of the project.

Scope Control

The Project Managers and the project team will work together to control of the scope of project. The project team will ensure that they perform only the work described in the project scope statement. The Project Manager will oversee the project team and the progression of the project to ensure that this scope control process is followed and progress is reported through Project Scope measurements tools as defined above in the project scope statement.

Scope Change

If a change to project scope is needed, the process for recommending and estimating changes to the scope of the project must be carried out. Any client project team member or Sponsor can request changes to the project scope. All change requests must be submitted to the client Project Manager in the form of a project change request document. The client Project Manager will then review the suggested change to the scope of the project. The client Project Manager will then either reject the change request if it does not apply to the intent of the project, or convene a Change Control meeting with the project team and Steering Committee to review the change request further and determine if the client is ready to submit a change request to Tyler to gather cost and schedule information, so a full impact assessment of the change can be performed.

Upon receipt of a change request document, Tyler Project Manager will review the request with the appropriate Tyler resources to determine if the scope change can be accomplished and/or meets the products' requirements, depending on whether the change is one requiring implementation services or product change. If Tyler decides to move forward with the scope change, the Tyler Project Manager will prepare a Project Change Request form, including any budgetary or schedule impacts, and a description of the services and/or product change. The Change Request Form will be provided to the client Project Manager for review with the project team and Steering Committee.

If the client Project Manager and Steering Committee approve the Scope Change Form, the Tyler Project Manager will determine if further action is required before proceeding with the scope change. The client and Tyler Project Managers will update all project documents and communicate the scope change to all project team members' stakeholders.

Communication Plan

Purpose

The purpose of the Communication Plan is to detail how communications will be managed throughout the project life cycle. The plan will include all planned and periodic communications occurring between the project stakeholders, scheduled written and oral communication, the frequency of the scheduled communications and the responsible person(s) for providing the information. A routine communication plan will aid all Project team members, of both the client and Tyler, in understanding the goals, objectives, current status and health of the Project.

Communications Planning

Communication Planning determines the information and communications needs of the project. Here we will identify who needs what information, when they will need it, how it will be given to them, and by whom. Identifying the informational needs of the stakeholders and determining a suitable means of meeting those needs is an important factor for project success. In addition to documenting the approach to communications identification and analysis, the plan should cover who is responsible for managing communications, how communications will be tracked throughout the project lifecycle, and how mitigation and contingency plans are developed and implemented.

Information Distribution

Throughout the project, this plan will be maintained to ensure that necessary information is made available to project stakeholders in a timely manner. This plan will impact the following members:

Members	Inform	Involve	Invoke Action	Gain Buy-In
Project Team	√	√	√	
User Group	√	√		√
Stakeholder Group	√	√		√
External / Public Audience	√			√

Roles and Responsibilities

In order to successfully manage project communication, it is important to clearly define all roles and responsibilities for communication management. This section should define the communication role of the Project Manager, Project Team, Stakeholders and other key persons who are involved in the project. It should state who is responsible for each communication. The participants and stakeholders involved in managing project communications are defined in the Communication Matrix. In some cases, one individual may perform multiple roles in the process. At a minimum, we recommend the items in the Sample Communication Matrix be assigned and implemented.

Sample Communication Plan Matrix

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Stakeholder Meeting	Reasons for upgrade; WIIFM; overall project timeline; who to contact with questions, high level scope outline	Functional Leaders, Project Team, Stakeholders	Client PM, Tyler PM	Start of overall project	Group presentation	Early in Phase 1	Cover: What, Why, When, Who, Where Do we need anything from end users yet?
Project Planning Meetings	Roles and responsibilities will be outlined as well as Implementation Management Plans and initial schedule development.	Client Project Manager, Phase Functional Leaders	Tyler PM, Client PM	Start of overall project	Presentation and Planning Document	Early in Phase 1	Bring blackout dates to meeting
Executive Mandate	Organization will understand the purpose and importance of the project as well as the level of commitment required to make it successful.	Entire Organization	Client Executive Officer	Start of overall project	Email	Early in Phase 1	Recognize challenges and emphasize long term value
Executive Project Status Updates	Provide overall project direction and status.	Client Management; Sponsors	Client PM	Quarterly at Steering Committee meeting	Status Reports, Budget Reports	Start in Phase 1	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Client Project Team Meetings	Provide key project participants with detailed information regarding project task status, schedules, progress, and budget.	Functional Leaders, Project Team	Client PM	Weekly	Status Reports, In Person Meetings	TBD	
Tyler Status Meetings	Provide effective and timely communication to the Client PM on the status of the Tyler Project at a detailed level. The goal is to keep the project team abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level. Delivery point will be to Client PM for distribution to the Project Team.	Tyler PM and Client PM	Tyler PM	Bi-Weekly until 90 days from LIVE, then Weekly	Status Report	TBD	Review schedule, issues and actions, deliverables
Project Plan	Communicate clearly defined tasks, milestones, schedules and dependencies.	Client Project Manager, Functional Leaders, Project Team	Tyler PM	Evolving	SharePoint	Updated weekly	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Project Sign-Offs	Provide clear acceptance and authorization to proceed to next step in implementation.	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Tyler PM	Evolving	Hardcopy, or Electronic Approval		
Project Web Space	Provide information and support for the project goals to the community and organization	Functional Leaders, Project Team, Organization, Community	Client PM	Evolving	Client Intranet and Website		
FAQ Document	Answer frequently asked questions about the project and its benefits	Organization	Client PM	Evolving	TBD		
Project Change Request Form	Provide clear description about requested changes to project scope, budgetary or schedule impacts, and a description of the services and/or product change.	Organization	Tyler PM, Client PM	Evolving	SharePoint	As requested	Agreement to proceed with changes may result in a contract amendment.

Resource Management Plan

Purpose

The purpose of the Resource Management Plan is to identify and define the necessary roles and positions needed to support the project successfully, as well as other types of needed project resources such as training facilities, meeting space, offices, and equipment. Knowing when, and for how long, each resource is needed is critical to planning and controlling project costs, staff backfill requirements, and everyday project management logistics.

Physical Resource Requirements

- Analysis Facility
 - Conference Room or open meeting space free of interruptions to accommodate all users comfortably
 - Space for attendees to take notes and organize documents
 - Internet connection
 - Projector and screen
 - White board/smart board or flip chart
 - Speaker phone
- Training Facility – Functional Leads, Power Users and End Users
 - Training environment free of interruptions
 - Space for trainees to take notes and organize documents
 - Internet connection
 - Access to the Tyler system
 - Projector and screen
 - A working networked Tyler printer
 - Speakerphone
 - White board/smart board or flip chart
 - Ideally one computer per user being trained and a trainer computer

Facility Resource Matrix

	Analysis 1	Analysis 2	Training 1	Training 2
Room name/number				
Exact location				
Purpose (analysis, training, decentralized training, backup)				
Number of computers				

Is there a separate station for the instructor?				
Total capacity				
Networked printer available?				
Is there access to the Tyler system? Or estimated date for access.				
Number of internet connections (or note if wireless)				
Speakerphone?				
Whiteboard or flipchart?				
First date available				
End date available				
Is room dedicated to project? If not, who reserves it?				
Is there a permanent projector & screen? If not, who reserves them?				
Is the room locked? If so, who will have access?				
Other room considerations				

Human Resources Requirements Matrix

[illegible]

A=proficient, B = well experienced, C = experienced, D = basic

Quality Management Plan

Purpose

The purpose of the quality management plan is to define the responsibilities, activities, and metrics used in measuring and ensuring quality throughout the project. As with all projects, quality crosses various layers of work; implementation, processes, deliverables, software, and management. All layers require scrutiny and continuous adjustment in order to ensure project success, more commonly known as: Plan, Do, Check, Act.

Quality Approach

The project quality approach for this project involves stakeholders and all other project team members beginning at the inception of project stages. This allows the team to focus on items related to quality in the initial stages so that specific quality activities and standards are incorporated right from the start. The project will also use status reports as a tool to communicate any quality risks or issues that arise.

Quality Planning

Identify Quality Metrics

The Project Team must agree on the metrics by which quality will be measured. For instance, if a process can be achieved in the software “out of the box,” but requires a process change that users are resisting because it represents change, the Project Team should agree to assign a metric of “Pass.” Likewise, if a core software process required for production processing cannot be completed successfully in a test scenario, there are no viable work-arounds available, the Project Team should agree to assign a metric of “Fail,” and submit it for re-testing.

Establish Quality Control Checklist

The quality management plan identifies the quality control checklist that will be used throughout the project. A baseline quality control checklist has been attached as a starting point for the project but may be modified or added to as needed.

Issue Resolution

The Client Project Manager will schedule separate meetings, as needed, to discuss project process improvements and determine corrective actions. The results of the meeting activities are then documented and acted on, where possible, so that future project phases are improved by incorporating lessons learned. This approach minimizes issues at the end of the project and facilitates a successful Go-live. These meetings should be addressed as part of the Schedule Management Plan.

Quality Assurance

Quality assurance is focused on the project's processes and, when executed properly, provides confidence that quality requirements can be fulfilled. The iterative process for providing quality assurance will include review and completion of the following for each phase of the project:

- Control Point 1: Initiate & Plan Stage Acceptance
- Control Point 2: Assess & Define Stage Acceptance
- Control Point 3: Prepare Solution Stage Acceptance
- Control Point 4: Production Readiness Stage Acceptance
- Control Point 5: Production Stage Acceptance
- Control Point 6: Close Stage Acceptance

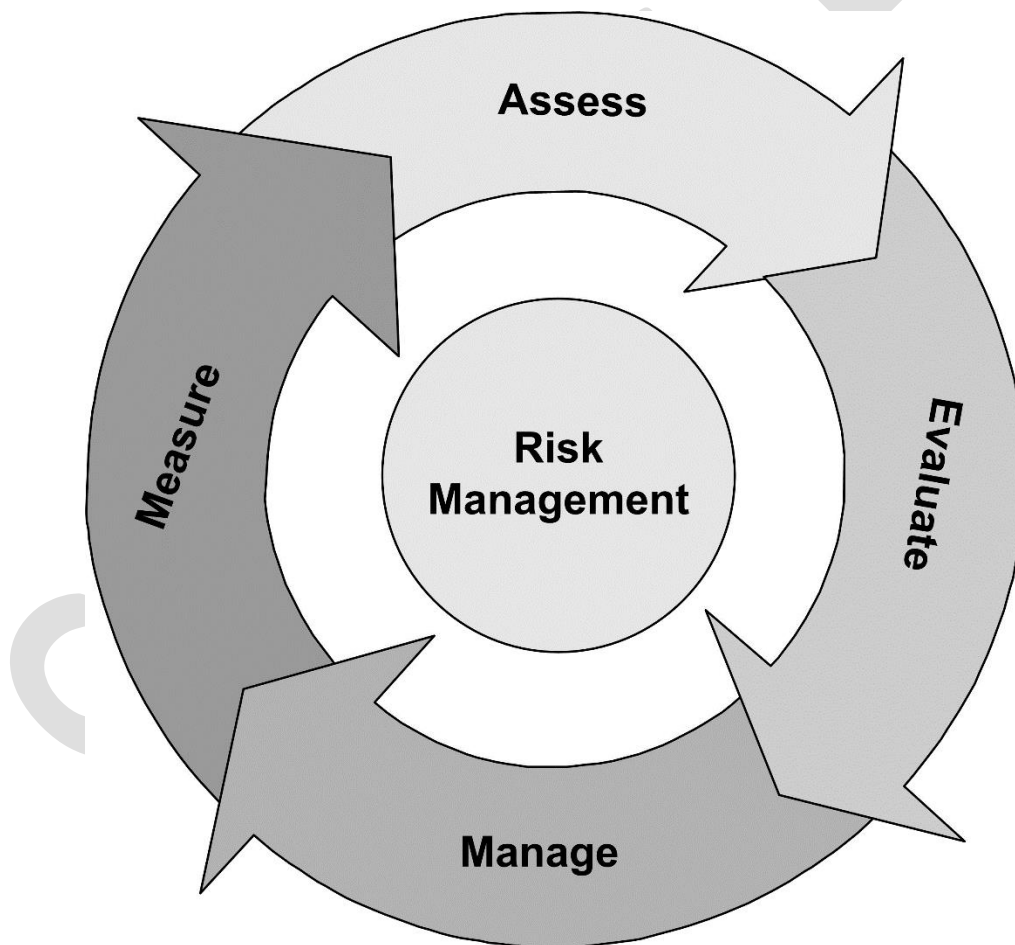
Quality Control

Quality control is focused on the project's product as opposed to its processes. It involves listing all of the expected deliverables, testing activities, acceptance criteria, and quality control owners. This list may include items that extend beyond Tyler's involvement, but should be maintained as one, cohesive quality control checklist. The checklist is a document that will likely change over the life of the project as lessons learned influence future quality planning.

Risk Management Plan

Purpose

A Risk Management Plan defines methods and procedures for assessing and dealing with internal or external threats that could potentially undermine the implementation. The following diagram illustrates the key elements of a comprehensive risk management plan and the lifecycle of how risk can be defined and managed during the project.



Risk Assessment Procedures

The risk assessment process should identify the likelihood of all potential risks and the impact on the organization if that threat occurred.

The following tables should be customized for this project, based on the organizational structure and complexity of the client.

Process	Owner	Time Estimate
A meeting with Functional Leads and other identified team members will be held to identify risks using a SWOT analysis.	Tyler PM client PM	1 hour session
The Risk Register is updated with the identified risks, and other required information.	client PM enters client risks; Tyler PM enters Tyler risks, collaborates with client PM	1 hour effort
E-mail: At the end of each of the above activities, the Project Team and other client attendees will be asked to e-mail the client PM with any additional opportunities or risks that occur to them after the session. client PM will update the Risk Register with the identified risks.	Stakeholders client PM	1 hour for responses 1 hour documentation

Risk Management Procedures

Process	Owner	Time Estimate
Risks with scores higher than 14 will be assigned to the Project Team, Power Users, and Executive Sponsor/Management if necessary. Each risk owner will be assigned to develop strategies avoid, if possible, or mitigate/transfer the risk, or to increase the chance for an opportunity. Risk owners are given 1 week to complete.	Project Team client Executive Sponsor (if needed), Tyler Executive Management (if needed)	4 hours
The Project Team will discuss the risk response strategies and agree on the response to be taken should a risk trigger occur, or if it's about to occur. These responses should be documented in the risk register.	Project Team	2 hours

Risk Measuring and Control Procedures

Process	Owner	Time Estimate
Monitoring: Risk owners are responsible for monitoring their risks and notifying the appropriate PM via e-mail when a trigger occurs and that the response plan has been initiated.	Risk Owners	4 hours
New Risk Identification: Any stakeholder can identify additional risks. The stakeholder should notify the PM of the new risk (or possible risk) via e-mail.	Stakeholders	1 hour
Audits: The PM will be responsible for overseeing risk activities and ensuring the risk register is updated.	client PM Tyler PM	2 hours per month
Review: The project team will review the project's high priority risks biweekly and all risks monthly.	Project Team Tyler PM client PM	1 hour per month
Reporting: Risks will be reported in two ways. First, the Tyler PM and client PM maintain a Risk Register in a central location accessible by both parties. The Risk Register will contain a list of risks identified for the project, the priority of the risk, the risk owner, and a current status of any active risks. Second, the status report will contain a summary of the high priority risks and any new risks identified and added to the Risk Register.	client PM Tyler PM Tyler PM	1 hour per month

Risk Register

The project's risk register will be created and maintained during the risk management process and will become part of the Implementation Management Plan. All identified risks should be entered in the register.

Entered in the risk register during or after Risk Assessment¹:

- Risk ID – A unique identifier for the risk. To be used when referring to risks in meetings and communications.
- Title – A description of the risk.
- Description of Impact on Project if Risk Occurs – If the risk occurs, will it impact scope, schedule, cost, user satisfaction, etc.?
- Possible Triggers – Listing of the triggers of the risk.
- Date Reported – The date the risk was identified.
- Status – Identifies whether the risk is a priority, on the watch list, or closed (see risk response section below).
- Probability – The likelihood that the risk will occur. See the Risk Evaluation section below for possible values.

¹ Exact headings may vary.

- Impact – The effect on project objects if the risk event occurs.
- Risk Score – Reflects the severity of the risks effect on objectives. The risk score is determined by multiplying the risk probability and risk impact values. The intent is to assign a relative value to the impact on project objectives if the risk in question should occur.

Entered in the risk register during or after Risk Management Planning:

- Current Owner – Person(s) responsible for the risk if it should occur.
- Response Strategy – The strategy that is most likely to be effective.
- Risk Response Plan – Specific actions to enhance opportunities and reduce threats to the project's objectives based on the most likely strategy.

Risk Assessment

For the purpose of this Implementation Management Plan, Tyler has selected the SWOT Analysis risk assessment technique. While there are other options available, and the client may augment their Risk Analysis using other techniques, the following outline will be used for the Tyler Implementation.

SWOT Analysis

A SWOT Analysis is a strategic planning tool used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. Strengths and weaknesses are internal to an organization. Opportunities and threats originate from outside the organization.

SWOT analysis, usually performed early in the project development process, helps organizations evaluate the environmental factors and internal situations facing a project. Strengths and weaknesses are attributes that measure your internal capability.

Opportunities and threats refer to how the external environment affects your team/business/group. Ideally a cross-functional team or a task force that represents a broad range of perspectives should carry out SWOT analyses.

SWOT Analysis Template

Project Name:
Prepared by:
Date:
Project Manager:
SWOT Analysis Facilitator:
SWOT Analysis Participants:

SWOT Analysis Recorder:
Date of SWOT Analysis:
Project Strengths: (What potential strengths exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?) 1. 2. 3. 4.
Project Weaknesses: (What potential weaknesses exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?) 1. 2. 3. 4.
Project Opportunities: (What potential opportunities exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?) 1. 2. 3. 4.
Project Threats: (What potential threats exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?) 1. 2. 3. 4.

Risk Evaluation

Each identified risk should be assigned a probability score and an impact score and these should be recorded on the risk register. The scores may change over the course of the project, so should be reviewed

and updated regularly. For instance, a risk may have a low impact at the start of the project, but may have a high impact as the project progresses.

Likelihood or Probability of each risk

5	Very likely to occur
4	Probably will occur
3	May occur
2	Unlikely to occur
1	Very unlikely to occur

Potential Impact of each risk on the project

5	Event poses very high cost, schedule, or other failure
4	Event poses major cost, schedule, or other increases
3	Event poses moderate increases, but requirements may still be met
2	Event poses small increases, but requirements may still be met
1	Event has little impact on the project

Probability and Impact Matrix

After determining risk scores for each risk's probability and impact, use the following scale to determine the risk priority. Risks with ratings (Risk rating = probability score x impact score) of 10 or higher should be evaluated and reviewed regularly, and should appear on the status reports. Medium and Low risks should be monitored and scores should be re-evaluated throughout the project, as impact and probability change.

		Impact				
Probability		1	2	3	4	5
	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5

After determining the risk ratings for each identified risk, the Risk Register should be updated to reflect the appropriate status for each risk. At this time, each risk will have a status of either "Watch List" for risk scores less than 10, or "Priority" for risk scores of 10 or higher.

Risk Management Planning

Management of risk should be planned for all high priority risks (risk score of 10 or greater) to plan for what will need to happen if the risk is triggered. Risks will be assigned risk owners who will be responsible for watching the risks and implementing these responses if the causes that trigger the risks have occurred, or are about to occur. The risk owners should also identify secondary risks that occur as a result of implementing the risk response, or risks that remain after the response has been implemented.

The following strategies will be used for determining the appropriate response for each risk or opportunity and should be recorded for each high priority risk, along with the chosen response for the risk.

- Threats:
 - *Avoid* – Risk avoidance entails changing the Project Plan to eliminate the risk or condition or to protect the project objectives from its impact.
 - *Transfer* – Risk transference is seeking to shift the consequence of a risk to a third party together with ownership of the response. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Mitigate* – Risk mitigation seeks to reduce the probability and/or consequences of an adverse risk event to an acceptable threshold. Taking early action to reduce the probability of a risk's occurring or its impact on the project is more effective than trying to repair the consequences after it occurs.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with a risk or is unable to identify any other suitable response strategy.
- Opportunities:
 - *Exploit* – Exploitation entails taking actions to ensure that the opportunity will occur and that the project will benefit from it.
 - *Share* – Sharing the opportunity is seeking to shift the consequence of a risk to a third party in order to gain benefit for the project. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Enhance* – Enhancing seeks to increase the probability and/or impact of an opportunity. Taking early action to increase the probability of an opportunity occurring or its impact on the project is more effective than taking no proactive action, yet hoping that it might occur.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with an opportunity or is unable to identify any other suitable response strategy.

The Risk Register should be updated upon completion of risk management planning. If the risk plan is to mitigate, the original probability and impact scores should be updated to reflect the current status, as the scores will likely be lower than before risk management planning. Risk Owners should be assigned to all risks at this time.

The Project Plan should be updated to incorporate any activities associated with risk response plans that will be implemented. Risk response activities that will be implemented only if a risk trigger has occurred or is about to occur should not be entered into the Project Plan at this time.

Risk Measuring and Control

Risks must be continuously measured, monitored and controlled throughout the project. Newly identified risks should be added to the risk registers and the steps performed earlier in the process (risk assessment and risk management planning) should be performed. In addition, identified risks should be monitored and updated, as probability and impact change throughout a project. Risks may also no longer pose a threat or opportunity and may be closed.

Risk Owners should review their assigned risks regularly to determine if a trigger is about to occur, or if it has occurred, so they can implement the risk response plan.

Regular updates to the Risk Register and the Project Plan are necessary throughout this process.

There are many different tools that can be used to create a risk register including MS Word, MS Excel, SharePoint, OneNote etc. Make sure the register is updated frequently and includes the elements discussed earlier in this document and outlined in the sample below.

Sample Risk Register:

Project Documents																
	<input type="checkbox"/>	ID	Title	Description of Impact	Possible Triggers	Date Reported	Status	Category	Probability	Impact	Risk Score (Prob x Impact)	Current Owner	Strategy	Response Plan	Plan Type	Issue/Action?
Agendas		70	Weather/Travel delays cause a planned session to be delayed or cancelled.	If the day is critical, the schedule can be impacted. Scope is unlikely to be impacted.	Mother Nature	8/14/2015	New	Training	3=May occur	2=Event poses small increases, but requirements may still be met	6 = Watch list	Tyler and Client Project Managers	Accept	Sessions can be conducted remotely. Additional days may need to be built into schedule.	Risk	No
Status Reports																
Implementation Site Reports																
Conversion Documents																
Tyler Forms		71	Employee Turnover NEW	Key employees retiring or leaving current position. Can impact schedule and budget depending on timing.	Retirement; change aversion	8/20/2015	Priority-Risk	Personnel	3=May occur	5=Event poses very high cost, schedule, or other failure	15 = Priority	Client PM and Dept heads	Mitigate	Will have discussions with key employees entering retirement age to determine their plans. Will adjust key project representatives as needed.	Risk	No
Process Documentation																
Project Planning																
Master Project Calendar																
Master Project Plan																
Master Issues & Actions																
Communication Plan																
Testing Plan																
Risk Register																

Quality Control Checklist

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
1	D	Project Management Plan	The Project Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and software upgrades (if applicable) will be managed throughout the lifecycle of the Project.	Review and acknowledge receipt of Project Management Plan						
2	D	Initial Project Schedule	Task list, assignments and due dates	Acceptance of schedule based on resource availability and Project budget and goals						
3	CP	Hardware Installed (if applicable)								
4	CP	System infrastructure audit complete and verified	Client complete the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions	N/A			x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
5	CP	Stakeholder Presentation complete	Client stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants	N/A			x			
6	D	Completed analysis Questionnaire (Design Document)	Provide comprehensive answers to all questions on Questionnaire(s)	Acceptance of completed Questionnaire based on thoroughness of capturing business practices to be achieved through Tyler solution.						
7	D	Data conversion summary and specification documents	Data conversion approach defined, data extract strategy, conversion and reconciliation strategy	Data conversion document(s) delivered to the Client, reflecting complete and accurate conversion decisions						
8	D	Modification specification documents, if contracted	Design solution for Modification	Client accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements						
9	D	Completed Forms options and/or packages	Complete Forms package(s) included in agreement and identify Reporting needs	Identify Forms choices and receive supporting documentation						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
10	D	Installation checklist	Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training	Tyler software is successfully installed and available to authorized users, Client team members are trained on applicable system administration tasks						
11	CP	Tyler software is Installed	Purchased software and required peripheral software is installed	Installation completes successfully and applications can be opened						
12	CP	Solution Orientation is complete	Solution Orientation provided, including the use of eLearning, videos, documentation, and/or walkthroughs	Basic understanding of system functionality						
13	CP	Current/Future state analysis completed	Evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state	Questionnaires delivered and reviewed						
14	CP	Data conversion mapping and extractions completed and provided to Tyler					x			
15	CP	Standard Interface Planning	Define/confirm which Interfaces are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Interface				x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
16	CP	Modification Analysis & Specification, if contracted	Tyler staff conducts additional analysis and develops specifications	Specifications meet Client requirements						
17	D	Initial data conversion	Data conversion program complete; deliver converted data for review	Initial error log available for review						
18	D	Data conversion verification document	Provide self-guided instructions to verify specific data components in Tyler system	Client acknowledges data conversion delivery; Client completes data issues log.						
19	D	Installation of Modifications on the Client's server(s)	Program for Modification is complete and available in Tyler software	Client acknowledges Delivery of Modification(s) meeting objectives described in the Client-signed specification						
20	D	Standard Forms & Reports Delivered	Installation of all Standard Forms & Reports included in the Agreement	Client acknowledges that Standard Forms & Reports available in Tyler software for testing						
22	CP	Application configuration completed	Review of primary configuration areas	Configuration complete and ready for testing						
23	CP	Data conversions (except final pass) delivered	Subsequent passes of data conversions delivered and validated	Conversions are validated and ready for final pass						
24	CP	Standard Interface training provided	Use of standard interface tools is trained	Users have tools and have been trained						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
25	D	Go-live checklist	Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing	Client acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates						
26	D	User Acceptance Test Plan	Testing steps for Standard business processes	Client acknowledges that Testing steps have been provided for Standard business processes						
27	CP	Modification(s) tested and accepted, if applicable	Client performs test of modification	Modification performs as outlined in specification						
28	CP	Standard 3rd party Data Exchange programs tested and accepted	Client performs test of 3rd party data exchange	3rd party data exchanges perform as expected						
29	CP	Standard Forms & Reports tested and accepted	Client performs test of Forms & Reports	Forms & Reports perform as expected						
30	CP	Solution Validation completed	Client performs Solution Validation using provided scripts or customized scripts	Client to determine						
31	CP	End User training completed	End User Training performed according to scope	End Users trained						
32	D	Final data conversion, if applicable	Final passes of all conversions completed in this Phase	Client acknowledges that data is available in production environment						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE	ACCEPTED			REVIEWER	DATE	COMMENTS
				CRITERIA	Yes	No	N/A			
33	D	Client Services transition documents	Define support strategy for day-to-day processing, conference call with Client project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support	Client acknowledges receipt of tools to contact Support and understands proper support procedures.						
34	CP	Final data conversion(s) delivered	Client provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion, Client reviews final pass	Final pass is free of errors, or meets an acceptable level of error that may be fixed manually in Production						
35	CP	Transition to Tyler Client Services is completed	Tyler project manager(s) introduce the Client to the Tyler Support team	Call is completed						
36	CP	Post-live services have been scheduled, if applicable	Prior to scheduling services, the Tyler project manager(s) collaborate with Client project manager(s) to identify needs	Remaining services scheduled						

D – Deliverable

CP – Control Point