

TITLE PAGE

CITY OF GARDEN GROVE

PROPOSAL FOR ERP SOLUTION AND RELATED IMPLEMENTATION SERVICES

SUBMITTAL DATE: 8/16/2017

SUBMITTED BY:
TYLER TECHNOLOGIES, INC.
ONE TYLER DRIVE
YARMOUTH, ME 04096

Subject to restrictions on disclosure identified on following page



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, if included, 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
- Customized Statement of Work/Implementation Plan

Each of these sections, if included, has separately been labeled “Proprietary and Confidential – Subject to Restrictions on Disclosure.”

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.

August 16, 2017



City of Garden Grove
Ms. Sandra Segawa
Purchasing Agent
11222 Acacia Parkway
Garden Grove, CA 92840

One Tyler Drive
Yarmouth, ME 04096
P: 800.772.2260
F: 207.781.2459
www.tylertech.com

RE: Response to RFP

Dear Ms. Segawa:

Tyler Technologies, Inc. (Tyler Technologies) is pleased to respond to City of Garden Grove's Request for Proposal dated July 12, 2017, for ERP Solution and Related Implementation Services. The attached proposal will detail our complete offering, including:

- Munis 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 Technologies warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to City of Garden Grove's RFP. Tyler Technologies 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 180 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 Technologies 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:
Jennifer Wahlbrink, Sr. Account Executive
623.760.7566
jennifer.wahlbrink@tylertech.com

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Abigail Diaz".

Abigail Diaz
Chief Legal Officer, Tyler Technologies, Inc.

COVER LETTER & STATEMENT OF QUALIFICATIONS

Each proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter shall include an introduction of the company and statement of professional qualifications. Furthermore, the cover letter must:

a. Indicate the intention of the Vendor to adhere to the provisions described in the RFP without modification;

Tyler has included exceptions to provisions of the RFP.

b. Identify the submitting organization;

Tyler Technologies, Inc.

c. Identify the contact person responsible for this response, specifying name, title, mailing address, phone and email address;

Jennifer Wahlbrink, Senior Account Executive

One Tyler Drive, Yarmouth, ME 04096

623.760.7566

Jennifer.wahlbrink@tylertech.com

d. Provide acknowledgement that the RFP and the proposal submitted, including responses to the Requirements worksheets, will be included as part of the contract terms, and identify exceptions or "deal breakers";

Tyler will agree to incorporate its Proposal by reference into the final contract, so long as the order of priority in the event of any conflict is (1) the Agreement; and (2) Tyler's Proposal

e. Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;

Acknowledged.

f. Acknowledge completion of the Cost Worksheets.

Acknowledged. Tyler has completed the Cost Worksheets.

TABLE OF CONTENTS

The table of contents should outline Sections 1.0 thru 5.0, as described previously in this section.

| | |
|---|----|
| Title Page..... | 1 |
| Cover Letter & Statement of Qualifications..... | 1 |
| Table of Contents..... | 2 |
| Executive Summary..... | 6 |
| Section 1 Company/Staffing, Background, Organization, and Experience..... | 7 |
| Section 2 Application Software..... | 14 |
| 2.1 Evergreen Philosophy | 14 |
| 2.1.1 Perpetual Upgrades | 14 |
| 2.1.2 Benefits of Evergreen..... | 15 |
| Section 3 Technical Architecture | 16 |
| 3.1 On Premise Option..... | 18 |
| 3.2 Hosted or SaaS Solutions | 21 |
| Section 4 Implementation Plan..... | 24 |
| 4.1 Proven Approach | 24 |
| 4.2 Methodology..... | 25 |
| 4.2.1 Implementation Methodology Overview | 26 |
| 4.2.2 Work Breakdown Structure | 27 |
| 4.2.3 Munis Project Management | 30 |
| 4.3 System Configuration..... | 31 |
| 4.4 Hardware, software, storage design and installation..... | 31 |
| 4.5 Munis Reporting Overview | 33 |
| 4.5.1 Business Intelligence | 34 |
| 4.6 Munis Third Party Integration..... | 35 |
| 4.6.1 Full Integrated ERP Solution..... | 35 |
| 4.6.2 File-based integration | 35 |
| 4.6.3 Direct Integration and Support | 36 |
| 4.7 Tyler Training Plan..... | 36 |
| 4.8 Training Methodology..... | 37 |

| | | |
|--------|---|----|
| 4.8.2 | Fundamentals Review | 37 |
| 4.8.3 | Configuration and Power User Training..... | 38 |
| 4.8.4 | Train the Trainer | 38 |
| 4.8.5 | Technical and System Administration Training..... | 38 |
| 4.8.6 | End User Training | 38 |
| 4.9 | Scheduling and Attendance | 39 |
| 4.10 | Responsibilities | 39 |
| 4.11 | Additional Training Resources | 39 |
| 4.11.1 | Tyler University – Tyler U* | 39 |
| 4.11.2 | State User Groups | 40 |
| 4.11.3 | Online Resources | 40 |
| 4.11.4 | Tyler Connect | 40 |
| 4.12 | Tyler Testing Plan | 40 |
| 4.13 | Purpose | 40 |
| 4.14 | Methodology..... | 41 |
| 4.14.1 | Overview | 41 |
| 4.15 | The Benefits of Testing | 42 |
| 4.16 | Software Environments | 42 |
| 4.17 | Measurement and Tracking | 42 |
| 4.18 | Testing Conclusion | 43 |
| 4.19 | Munis Help & Documentation | 43 |
| 4.19.1 | Munis Release Administration Console | 44 |
| 4.20 | Tyler Disaster Recovery..... | 44 |
| 4.21 | Munis Technical Support | 46 |
| 4.22 | Support Technology | 46 |
| 4.23 | Phone Support | 47 |
| 4.24 | Online Support | 47 |
| 4.25 | Focused by Application | 47 |
| 4.26 | Incident Tracking..... | 48 |
| 4.27 | Tyler Systems Management..... | 48 |
| 4.28 | Tyler Community..... | 49 |
| 4.29 | Tyler University | 49 |

| | | |
|-----------|---|----|
| 4.30 | Online Help | 50 |
| 4.31 | Release Notes..... | 50 |
| 4.32 | Munis KnowledgeBase | 50 |
| 4.33 | State User Groups | 50 |
| 4.34 | Annual User Conference | 51 |
| 4.35 | Software Updates & Maintenance..... | 51 |
| 4.36 | Tyler Project Planning | 53 |
| 4.36.1 | Project Schedule Development..... | 54 |
| 4.36.2 | Proposed Project Schedule | 54 |
| 4.36.3 | Project Phases | 54 |
| 4.36.4 | Gantt chart | 55 |
| 4.37 | Project Staffing Plan..... | 56 |
| 4.37.1 | City Project Team Requirements | 56 |
| 4.37.2 | Project Staffing Levels..... | 56 |
| 4.38 | On Going Services | 57 |
| 4.38.1 | Online Education Classes | 57 |
| Section 5 | Required Documents/Appendices | 58 |
| 5.1 | Functional Requirements – Appendix A..... | 58 |
| 5.2 | Cost Worksheet – Appendix B..... | 59 |
| 5.2.1 | Cost Worksheet Appendix B – Self Hosted | 59 |
| 5.2.2 | Cost Worksheet Appendix B – SaaS | 59 |
| 5.2.3 | Tyler Investment Summary – Self Hosted..... | 59 |
| 5.2.4 | Tyler Investment Summary – SaaS..... | 60 |
| 5.4 | Proposal Letter/Certificate of Acceptance – Appendix C | 61 |
| 5.5 | Bidder/Contractor Statement Regarding Insurance – Appendix D..... | 62 |
| 5.7 | Company Profile – Appendix E..... | 63 |
| 5.8 | Resumes of Key Personnel – Appendix F | 66 |
| 5.9 | Client References – Appendix G..... | 70 |
| 5.10 | Completed W-9 Form – Appendix H | 76 |
| 5.11 | Key Outside Consultants – Appendix I | 77 |
| 5.12 | Vendor’s Standard Software License Agreement–Appendix I..... | 77 |
| 5.13 | Vendor’s Standard Support/Maintenance Agreement–Appendix J | 77 |

5.14 Vendor’s Professional Services Agreement–Appendix K 77

5.14.1 Master Escrow Agreement 78

5.14.2 Certificate of Insurance..... 79

5.15 Exceptions 80

EXECUTIVE SUMMARY

A brief summarized overview of the proposal which will provide the City's Evaluation Committee with the key elements (i.e.: the Vendor's capabilities, cost, company information, composition of the proposed team, the ability to meet the needs of the City, the timeline, etc.) of the proposal and a brief explanation of how the work called for in this RFP will be implemented.

Please reference the Executive Summary provided on the following pages.

Overview

Public sector organizations around the nation are facing some of the most difficult challenges in the financial management arena today. Financial and Human Resource managers seldom find they're burdened with a *shortage* of data. Rather, the difficulty is assimilating, compiling and analyzing this wealth of information to make informed, timely business decisions. With Tyler's Munis Enterprise Resource Planning (ERP) solution, the **City of Garden Grove** will be able to take the first step in implementing an off-the-shelf, scalable solution that can be customized to fit your specific needs and requirements. In summary, Munis ERP will enable you to successfully support the financial, procurement, and human capital management operations of the City in the short term, and for many years to come.

Tyler brings to the **City of Garden Grove** Tyler's state-of-the-art, functionally rich Commercial Off-The-Shelf (COTS) Munis ERP software solution; Tyler's operational intelligence-designed reporting and business analytics; a dynamic Dashboard and Central programs; a public-sector focused, financially secure partner with a proven track record; deployment as either a self-hosted or Software as a Service (SaaS) delivery method; and in-house support and implementation teams with results. What's more, Tyler brings to **Garden Grove** unrivalled experience and a successful track record with projects similar in size and scope to that of the City—ensuring a partnership that delivers not only a leading software and services solution, but Tyler's total corporate commitment to your success.



Tyler's Munis ERP has a rich history with California cities

- City of Beverly Hills
- City of Chino
- City of Culver City
- City of Fremont
- City of Glendale
- City of Hayward
- City of La Mirada
- City of Long Beach
- City of Martinez
- City of Newport Beach
- City of Pasadena
- City of Rancho Mirage
- City of Rancho Palos Verdes
- City of Roseville, CA
- City of Santa Barbara
- City of Santa Monica
- City of Simi Valley
- City of Ukiah
- City of Victorville
- City of Walnut Creek
- City of Wasco
- City of Watsonville

Your Solution

The Munis ERP solution includes the following for the **City of Garden Grove**:

- Financials, Budgeting and GL
- Procurement/eProcurement
- Purchasing
- Human Resources and Talent Management
- Payroll

Tyler's proven success in local government, our understanding of your needs and requirements, and our ability to deliver industry-leading software and services in a timely manner and within budget, distinguishes Tyler's Munis ERP and related productivity solutions as a clear choice for **Garden Grove**. We believe that this comprehensive Munis suite, designed to fully integrate and provide seamless functionality, is the best option to meet the City's goals.

- ✓ A **fully integrated** solution, so your users can consolidate budget, procurement, project and GL/financial, HR and Payroll, and utility billing information, and decrease information silos, duplicate data entry and disparate systems. Munis ERP's integrated modules seamlessly share information in real time, allowing users to transition from one area to another and follow the trail of transactions throughout the system. In addition, easy and user-friendly access to information through the Tyler Dashboard provides users of all levels, from data entry clerks to your high-level decision makers, with direct access to pertinent, up-to-date information relevant to each user's position in the organization. Dashboards are user configurable, and templates can be created centrally to facilitate deployment and maintenance.
- ✓ Built-in, configurable electronic **workflow** that allows the City to design electronic approval routing through the system, linking back to electronic documentation stored in **Tyler Content Manager**, the fully integrated Enterprise Content Management solution from Tyler included in the proposal.
- ✓ **Accessibility and transparency**, providing intuitive, easy-to-use tools to a user base that consistently demands better control over their information. Your users can complete tasks and access decision-supporting information any time, and from anywhere. From accessible HTML5 technology and responsive design, to convenient Web access and dynamic mobile apps, Munis enables staff, citizens and stakeholders to interact with the City in an easier and more productive manner than ever before.
- ✓ Fully integrated, out of the box **self-service applications** for employees and vendors, allowing secure, direct access to their individual information (paycheck details, W-2 and W-4 information, and benefits; personal information; performance reviews, certifications and training; and can complete benefit elections, leave requests and perform time entry all from the Munis Employee Self Service; ability to review and complete bid submissions, view the status of their bids, update their information and check 1099 and payment status directly from the Munis Vendor Self Service (part of Munis e-Procurement.) **Reporting solutions** range from pre-designed reports—many with a variety of reporting options designed for quick and easy standard data review—to data analysis, each is tailored to



EVERGREEN



CLOUD SOLUTIONS



MOBILITY



CITIZEN
TRANSPARENCY



PAPERLESS

different aspects and levels of your Munis users. Munis reporting options also provide programming features so you can extend and customize your reporting functionality. Utilizing Microsoft® SQL Server® Reporting Services (SSRS), it's now possible for your system or report administrator to design interactive, tabular, graphical, ad hoc and free-form reports from a variety of data sources. Designed for use with Microsoft SQL Server, Garden Grove can create these custom reports using powerful wizards and built-in functionality. When you add charts, drill downs, parameters, and hyperlinks your reports are immediately transformed into interactive documents or Web content. To top it all off, analysis tools such as field highlighting, running totals, and sorting let you examine trends, expose relationships, and zero in on key facts and figures.

- ✓ A first-class Financials, Payroll and HR solution that meets the needs of a City such as Garden Grove. With the attributes noted above, the City can enjoy a proven, integration, comprehensive solution that brings the City well into the 21st Century, and will be here to support you well into the future. From inherent reporting and workflow to electronic document management, a robust and dynamic dashboard, mobile applications and user-friendly applications, Tyler is designed for entities with the same needs and requirements as the City of Garden Grove.

"Munis is a solid ERP solution with all the functionality we wanted, but it's also a user-friendly system that will help us further enhance services, including enabling quicker response times to citizen issues by providing them with direct online access to the city via Munis. Beyond the technical aspects, Newport Beach first and foremost wanted a technology partner that would be there for the long haul - we found all of that with Tyler." – Newport, CA

Your Investment

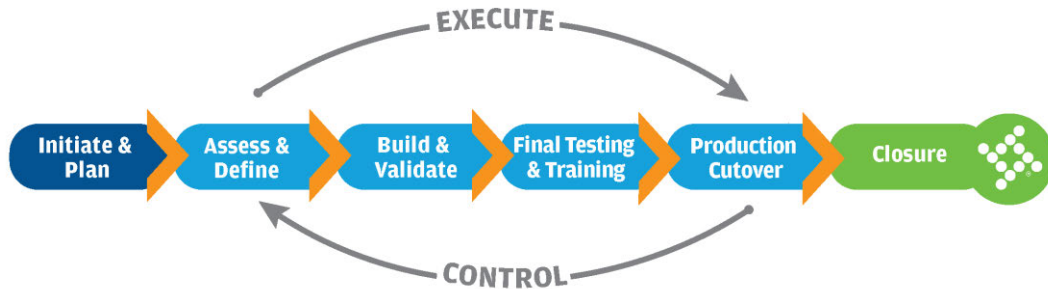
Investment in the growth of software companies is paramount to success—for both the company and the clients it serves. Tyler recognizes this, and embraces an integral philosophy that promotes sound R & D that includes client-centric usability; prudent, leading-edge technology; sound business practices; and a focus on the unique requirements and needs of public sector clients. And Tyler understands that public sector offices advance and acquire technology in different ways and at different rates. With more than 15,000 clients, Tyler has worked with agencies in all phases of automation, from paper-based manual processes to advanced digital analytics and paperless efficiencies.

And while the Munis functionality is key to your overall solution, Tyler understands that it takes much more than software to achieve a successful implementation. With this in mind, we have proposed a project strategy that is founded on several key principles.



Implementation, Consulting & Training

The City will gain significant “behind the scenes” savings through Tyler’s predictable, low risk implementation that follows the PMI implementation process, from a single-focused, experienced vendor-partner routinely offering not-to-exceed implementations delivered on-time and within budget.



Our approach is centered on effective and consistent communication, addressing fears, uncertainties and doubts that can sometimes overwhelm organizations and prevent them from seizing the opportunity to optimize processes and maximize the benefits of their investments.

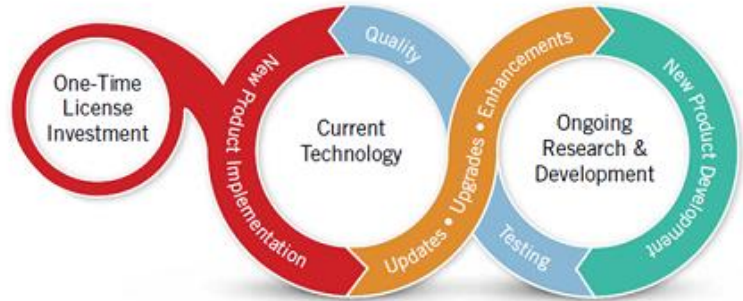
With this approach, the City will have the autonomy to carry out future configuration changes and workflow process enhancements as a result of implementation-guided knowledge transfer and your ongoing training and learning opportunities. The City will experience a combination of on-site, hands-on training with access to all the modern tools of the trade, including our Tyler University solution which offers more than 500 classes on how to use the Munis system; an online Knowledge base; free e-Learning tutorials on Munis and related products; webinars on Tyler solutions, services and Best Business Practices; and the Tyler Community forum where Tyler staff and Munis end-users interact daily to exchange and share experiences and proven processes and procedures relevant to the business of local government.

Tyler Community is a 24/7 online support community that connects clients and Tyler staff. It's our clients' pipeline to insight, best practices and an ever-expanding base of knowledge.



Evergreen and everGuide

Tyler's everGuide and Evergreen initiatives are Tyler's commitment to improving support for all our clients and extending your investment well into the future. everGuide ensures Tyler will assist the City as you analyze where your organization falls on the maturity model continuum, assisting in planning your next steps. Tyler's Evergreen Philosophy provides you with future upgrades at no additional cost—further extending and increasing your Return on Investment (ROI).



California City/County Qualifications

Tyler has a long history of working with the California public sector. In fact, Munis is currently used by over 80 California organizations already. And as part of that ongoing commitment, you'll enjoy a dedicated California Munis User's Group, a State Reporting department dedicated to California state reports, and regional and local implementation resources—ensuring the **City of Garden Grove** receives the support and attention needed for a successful, perpetual partnership.

In Summary

As your primary vendor for the City's ERP solution, Tyler is pleased to offer **Garden Grove**, California the Munis ERP software and services solution which brings to the City the following:

- An industry-leading local government-specific solution with a proven track record in software design, implementation and support;
- A strong focus on bringing repeatable success to local government entities like Garden Grove;
- A highly functional software solution designed to meet the unique requirements and challenges of cities across the U.S.;
- An Evergreen and everGuide practice that keeps our clients successful with ongoing and perpetual upgrades, training, guidance, and user group participation.

We are confident a partnership between Garden Grove and Tyler Technologies will provide the City with the most fiscally prudent and functionally effective software solution available—with the products, tools, services and partnership you need to keep the City on track, on budget, and on point. The City's partnership with Tyler will enable you to chart the path of robust, efficient, easy-to-use technology benefitting all City stakeholders now, and for decades to come.



Section 1 COMPANY/STAFFING, BACKGROUND, ORGANIZATION, AND EXPERIENCE

This section of the proposal should establish the ability of the Vendor to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and record of meeting expectations on similar projects. City, at its option, may require a Vendor to provide additional support and/or clarify requested information.

The Vendor should provide:

a. A brief profile of the company

✓ A brief description of the organization structure and primary products and services provided.

Tyler Technologies, headquartered in Plano, Texas, is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.



With decades of exclusive public sector experience, Tyler is the market leader that provides integrated software and services; our singular focus, 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: Financial & Human Resources, K-12 School Solutions, Public

Safety, Courts & Justice, Property Appraisal & Tax, Permitting & Land Management, Public Maintenance Management, Citizen Services, Land & Vital Records, and Document Management.

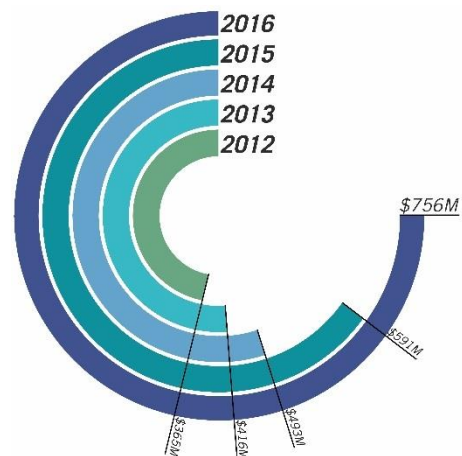
We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery,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

Tyler always puts its clients first. We succeed because we take our client's success seriously, and we have a proven record of delivering superior software solutions and services. The overwhelming majority of clients are up and running on time, and within budget. Whether it's developing, enhancing, and implementing our software, or providing excellent service and client support—we succeed because our clients succeed. We want clients for life. In fact, many of Tyler's first clients, across every solution, are still clients today – some with relationships that span decades.

FINANCIAL STABILITY

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 60 consecutive quarters of profitability, and a total revenue for 2016 of \$756 million. 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 debt-free 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



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 are able to 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 over 3,800 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.

COMPANY RECOGNITION

Tyler Technologies was recently named to Fortune's 100 Fastest-Growing Companies list for 2016. Marking its first appearance in the ranking, Tyler was named among other publicly traded companies that were top performers in revenue growth, profit increase, and total stock returns over the last three years. "It's gratifying to be recognized by Fortune as one of the nation's fastest-growing companies and to join so many other innovative companies that span several industries," said John S. Marr Jr., president and chief executive officer of Tyler Technologies. "This recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 15,000 clients and the development of best-in-class software and services to serve the needs of the public sector."



Tyler Technologies experienced a 20 percent increase in revenue in 2015 and generated a three-year annualized total return rate of 34 percent, which helped the company earn the No. 75 rank on the list of 100 companies. Financial, industrial, technology, health care, business services, and retail companies were included on this year's list.

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

- Forbes ranked Tyler on its "Most Innovative Growth Companies" list
- Named to Forbes "America's Best Small Companies" for the eighth time
- Included on Barron's 400 Index for the sixth time.

✓ Other major products or services offered.

Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Pension Management, Citizen Services, Land & Vital Records, and Document Management.

✓ Company's strategic direction in software design and support.

Tyler Technologies is committed to providing the best software and services to the public sector. Tyler separates our research and core development groups to ensure that Tyler remains focused on the needs of existing customers while also envisioning and executing on what our prospects will expect from our products and services in the future. We continually build on our customers' investment by refreshing the features and their underlying technology in a planned and non-disruptive approach executing on our Evergreen Philosophy. Our goal is to create solutions for the public sector that increase productivity, efficiency, and responsiveness through the application of proven technology. When partnering with us

you receive our Munis support team staffed with more than 100 dedicated, in-house professionals trained in product-specific areas, many with Help Desk (HDI) certification. Munis Support offers multiple venues and options for every user: from email, online incident tracking and Community, telephone, geographically-centered User Group meetings, and an Annual Connect User Conference. Additionally all users have field- and screen-level help, full online documentation and an embedded task-specific links to our comprehensive KnowledgeBase.

✓ Describe how long the Vendor has been in business.

Tyler Technologies was founded in 1966.

✓ Company's experience in performing work of a similar nature to that solicited in this RFP.

Tyler Technologies' business units have provided software and services to customers for more than forty 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's 100 percent of our business.

Tyler recognizes that the public sector is generally stable, 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, 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.

Tyler's expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.

- Consulting
- Conversion
- Customization
- Training
- Live ongoing support
- Network management

b. A general description of the company's financial condition

✓ Provide audited financial information for the past two years.

Please reference Tyler's Annual Report Booklet included with the Original proposal.

✓ Privately held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor's proposal response.

Tyler is a publicly traded corporation listed as TYL on the NYSE. Tyler's Dun & Bradstreet number is 04-108-9283.

✓ Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company.

There is no pending litigation involving Tyler's ERP/Schools Division; however, a product sold out of Tyler's Courts & Justice Division known as Odyssey is currently a subject in the following litigation:

- *Turnage v. Oldham et al.* (2:16-cv-02907): On January 9, 2017, a lawsuit was filed against Tyler and other Shelby County defendants in a federal district court in Tennessee. That lawsuit was consolidated with a November 2016 lawsuit that had been filed against the Shelby County Sheriff alone. The consolidated complaint, filed March 24, 2017, alleges that Shelby County and officials in the County unlawfully detained certain inmates in the County jail. Tyler implemented its Odyssey case management system in Shelby County courts, but the lawsuit tries to claim that Tyler's software was somehow connected to the allegedly unlawful detentions in the County jail. Tyler is confident that the plaintiffs' claim against Tyler is without merit, and looks forward to a vigorous defense of the claims.

✓ Provide information regarding any pending transitions or the sale of interest owned by majority or principal owners or key employees.

Tyler is a publicly traded company. Accordingly, information regarding pending acquisitions/transitions are not disclosed in order to conform to SEC regulations. Otherwise, information related to Tyler's business and financial transactions are available at the Investor Section of Tyler's Website: <http://investors.tylertech.com/>.

✓ If the Vendor is proposing to use subcontractors on this project, please provide background information on each subcontractor, Vendor's relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the Vendor at any time. Primary Vendor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

Not applicable.

This section shall also identify key personnel who will be assigned to the project, including an organization chart for the project team. The chart shall indicate how the Vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers and all other key personnel.

The Project Manager designated by the Vendor shall have the overall responsibility to the City. The Project Manager shall have the responsibility for the day-to-day communications with the City to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. The Project Manager must have at least three (3)

years of experience in administering project management services of the proposed software. A resume of the Project Manager must be provided detailing the work history for the last 10 years. The Project Manager is desired to have PMP (Project Management Professional) certification or evidence of sufficient PMP certified project management training to completely satisfy the education requirement of a PMP certification track.

Each team member included in the project organization chart shall be identified by name, and a resume or profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned. The project technical team must have a minimum of three (3) years of experience with an installation of the current (or one previous) version of the proposed software for similar organizations.

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on the City's implementation. Please also indicate the anticipated percentage of time each team member will be dedicated to the City's implementation throughout the course of the project.

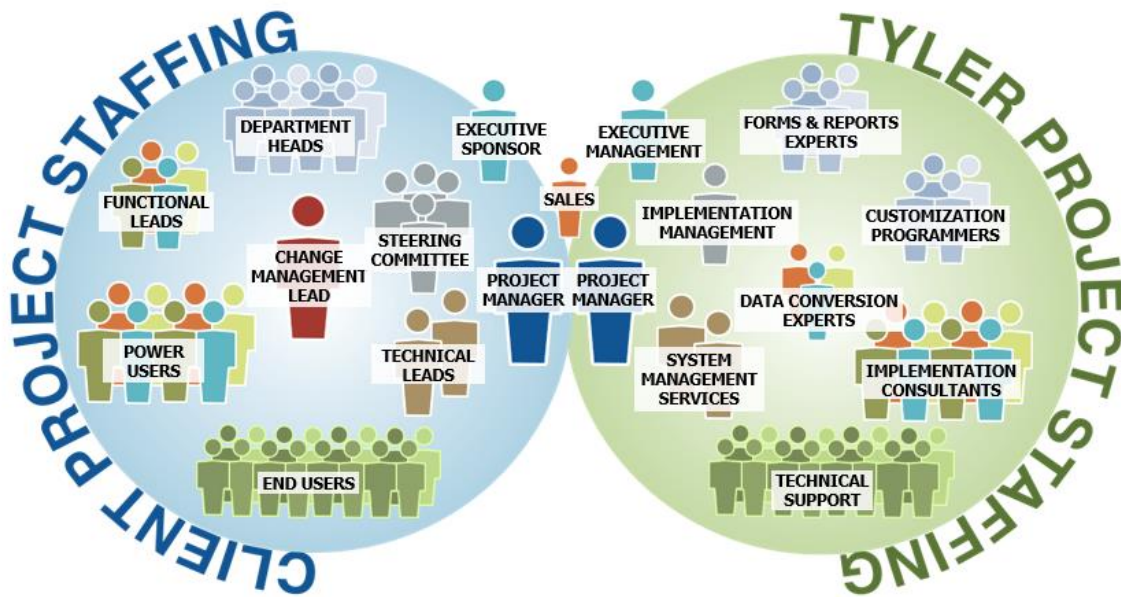
The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and at least two weeks prior notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

Tyler prides ourselves on the caliber of employees that we can offer for implementation consultants. Our consultants have a deep understanding of the public sector from past work experience and great functional knowledge. Our Project Managers benefit from Tyler-endorse PMP credentials. We support the Project Managers to successful test and maintain their certification, as well as deliver ongoing and onboarding education for all staff. Our annual education for staff is to support their service to our clients. Our staff work each and every day to implement ERP projects in the public sector.

Tyler Implementation Methodology groups resources based on their functional role within the project. This allows for easier staffing and communication both within and between the project teams. Please refer to the attached Project Resource Roles document for an explanation of each expected role within the project and the responsibilities that are typically assigned during the implementation project. (Note: The roles defined below are typical project roles. Due to the size and staffing of our clients, one person may hold multiple roles within a project. The individuals involved in the project, along with their assigned role(s) will be identified during project planning for further clarification of responsibilities.)

The below chart shows the combined project team. We have provided sample project team resumes in Appendix F of this document. Project Managers, trainers, consultants, and other team members are selected only after contracts have been signed and returned to Tyler. Once we have fully analyzed your

situation we will provide you with the implementation team best suited to your needs. We believe that this is an important step to the implementation process, and would appreciate your patience as we make this crucial decision.



Section 2 APPLICATION SOFTWARE

As the City is open to either an on premise, hosted or Software-as-a-Service solutions, aspects of the proposed solution to be provided should be clearly delineated where they vary between these approaches in the sections below.

The Vendor is required to provide a general description of the proposed solution and how it will meet requirements of this RFP. This section must address, at a minimum, the following:

a. Describe the overall proposed technology solution, including the software architecture – web-based or client server.

Tyler applications are multi-tiered, typically consisting of a 3-tier architecture, utilizing web, application, and database tiers. Tyler applications are deployed exclusively on industry leading Microsoft stack of technologies, utilizing Windows Server, SQL Server, Active Directory, Internet Information Services, Office, SQL Server Reporting Services, and SQL Server Analysis Services. Most industry standard server deployments are supported including bare-metal or virtualized, consolidated or distributed, multiple application environments, and high-availability configurations. All Tyler applications can also be hosted in the cloud by leveraging Tyler's SaaS hosting service.

b. Describe unique aspects of the Vendor's solution in the marketplace.

2.1 EVERGREEN PHILOSOPHY

Tyler's evergreen philosophy is really a commitment to our clients. It means that their investment in Tyler solutions is for the long-term. It means that Tyler applications will continue to evolve and remain a market leader. It means that we are continuously enhancing our products with underlying technology. And it means that we are continuously adding new features that add value and increase efficiency in the public sector workplace.

We deliver this without additional license fees. Product upgrades are released as part of maintenance agreements and are immediately available.

2.1.1 PERPETUAL UPGRADES

Tyler deploys industry leading technology and features that are continually enhanced through a process of perpetual upgrades as part of our Evergreen Philosophy. This includes a continuous stream of significant yet manageable updates deployed over the life of the application with minimal disruption to our clients. This is a much better experience for our clients than deploying massive changes every 5-7 years that require retraining and costly upgrades. Clients can incorporate these changes and advancements when they are ready without disruption of ongoing work.

2.1.2 BENEFITS OF EVERGREEN

- Availability of current technology and functionality
- Lower cost of ownership — you won't need to pay re-licensing fees when new versions of your licensed software are released
- Minimal disruptions during deployment of new functionality
- Minimizes the need for retraining after a significant update

c. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

Tyler applications are developed to run exclusively on Microsoft Windows Server operating systems utilizing Microsoft SQL Server.

All top tier hardware manufacturers are supported such as Dell, HP, and IBM in a number of server deployment types including high availability configurations, virtualized environments and separate testing environments. Train and Test environments are installed on production hardware, unless otherwise specified by the client.

d. For third party products proposed that are integrated with the Vendor's solution, provide the following for each product:

- ✓ Reason that this product is a third-party product versus being part of the Vendor's solution.
- ✓ Extent to which this third-party product is integrated with the Vendor's solution.

Not applicable.

Section 3 TECHNICAL ARCHITECTURE

The Vendor shall provide all relevant information in this section describing the technical architecture for the proposed solution. The information will be used in the evaluation process.

First, the Vendor should identify where conflicts may exist between the proposed solution and current technologies being used in the City as described in PART I – General Information and Project Background. If no conflicts exist, the Vendor must specifically assert as such.

Tyler solutions are based on the Microsoft stack of technologies and would be an excellent fit with the existing Microsoft infrastructure, experience, and compatibility. Tyler fully supports running our solutions on VMWare and Hyper-V infrastructures for server virtualization.

If any proprietary end user hardware is recommended for the solution (e.g. time clocks, receipt printers, scanning devices, etc.), the Vendor shall detail in this section what is proposed and additionally provide unit and extended pricing in the Cost Proposal.

Printers

Most application forms and reports allow users to print directly to any printer accessible from their workstation. Tyler recommends using laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

| PRINTER TYPE | Reports | Forms | Additional Criteria/Notes |
|-----------------------------------|---------|-------|---------------------------|
| HP or HP Compatible Laser Printer | Yes | Yes | PCL 5 or above |

Scanners

Tyler Content Manager (TCM) supports two methods of batch scanning documents. Documents can be scanned to a file system (e.g. network share), then batch imported into TCM. Documents can also be scanned directly into TCM using a scanner attached to a workstation.

The first method only requires a scanner capable of scanning to a file system. The second method requires a TWAIN compliant scanner. Tyler highly recommends using an approved scanner referenced in the Scanner Compatibility Chart below for full functionality. Tyler also recommends verifying driver compatibility with your operating system for any scanner considered.

| SCANNER BRAND | SCANNER MODEL | |
|----------------------|---------------|---------------|
| Canon | CR-190i | DR-7550C |
| | DR-2510C | DR-7580 |
| | DR-3010C | DR-9050C |
| | DR-4010C | DR-9080C |
| | DR-5010C | DR-M160 |
| | DR-6050C | DR-X10C |
| | DR-M140 | DRC-125 |
| | DR-M160 | DR-C125 |
| | DR-6030C | |
| Fujitsu | Fi-5750C | Fi-6240Z |
| | Fi-5900C | Fi-6670 |
| | Fi-5990C | Fi-6770 |
| | Fi-6040Z | Fi-7160 |
| | Fi-6110 | Fi-7260 |
| | Fi-7180 | Fi-7280 |
| | Fi-6110 | |
| Graphtex | CS500 Pro* | |
| Hewlett Packard (HP) | ScanJet 8250* | ScanJet 8390* |
| | ScanJet 8350* | |
| Panasonic | KV-S7075C | KV-S1057C |
| | KV-S5046H | KV-S1027C |
| | KV-S2087 | KV-S1015C |
| Xerox | Documate 152* | |

* Not fully supported. These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

Barcode Label Printer for Invoice Batch Scanning

Batch Invoicing using TCM requires a desktop bar code label printer for each workstation that enters invoices. At the time of invoice entry, a placeholder document is created in TCM and the printer prints a 3 x 1 barcode label. The label will be affixed to each invoice.

While any label printer capable of printing PDF images will work, Tyler recommends selecting one of these certified models.

| MODEL | RECOMMENDED LABELS |
|----------------|---|
| Zebra GX420d | Zebra Z-Select 4000D 3" x 1" labels (Mfg. Part: 10010043) |
| | (Mfg. Part: GX42-202411-000) |
| Brother QL-700 | Brother DK-1201 standard address labels |

ExecuTime Time Collection Devices (Clocks)

Collecting Time entries is a key component to the system, and incorporating the ability to manage time around specific criteria and policies for departments that are in operation seasonally, Monday through Friday or 24x7/365 is the key for a client-wide enterprise system.

ExecuTime offers two levels of on-line devices. The difference in the levels is the functionality at the device. Both can be configured to identify the employee by reading Proximity, Magnetic Stripe, Barcode and/or Biometric (fingerprints). They both are equipped with a key pad so simple entry of a badge number is also an option for identification. They require an electrical outlet (POE is also an option) and Ethernet connection (to be provided by the customer). *Basic Functionality* devices allow employees to clock in/out, view hours, view benefit accruals and approve timesheet. *Advance Functionality* devices allow employees to clock in/out, view hours, view benefit accruals, approve timesheet, request time off and some job costing.

ExecuTime also supports an off-line clock that can be used in remote locations where internet and/or network connectivity is not an option. These devices will capture employee in/out times and store the entries until it is connected to the network so all entries can be passed to ExecuTime Software and populate the appropriate employee timesheet.

For clients currently utilizing proximity, magnetic stripe or barcode badge(s), we recommend a sample badge be supplied to Tyler for testing to confirm compatibility. If clients are interested in purchasing new badges to use with the time collection devices, we recommend one of the following badge types:

- Proximity – HID 26 bit
- Magnetic Stripe – Track 1 or 2
- Barcode – 3of 9, code 39

Clients may purchase badges directly from a vendor of their choice. For pricing and product information, we recommend the following source: IDWholesaler: www.idwholesaler.com

Fingerprint readers or keypad code entry devices are also supported and can eliminate the need for a badge. Fingerprint readers add an additional layer of accountability and can be an ideal way to insure employee time entry and eliminate buddy punching.

As the City is open to an on premise, Vendor-hosted or SaaS solutions, the Vendor should prepare a response to the questions in the appropriate Technical Architecture sub-sections below based on the architecture of the Contractor's proposed solution. To the extent an alternative or hybrid solution is being proposed, please respond to the relevant sections accordingly.

3.1 ON PREMISE OPTION

On-Premise Option:

For Vendors proposing an on premise solution with perpetual software licensing, the following statements should be addressed in the proposal response:

a. Describe the proposed computer hardware and storage environment to support the system. Indicate the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.

b. What on-premise system architecture is the Vendor proposing? Describe the number and type of: application servers, database server(s), and development, test and training environments. Describe the proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, application server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Contractors the Vendor is partnering with or recommending and/or supporting. (Also, include all vCPU vRAM and data store requirements.)

Printers

Most application forms and reports allow users to print directly to any printer accessible from their workstation. Tyler recommends using laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

| PRINTER TYPE | Reports | Forms | Additional Criteria/Notes |
|-----------------------------------|---------|-------|---------------------------|
| HP or HP Compatible Laser Printer | Yes | Yes | PCL 5 or above |

Scanners

Tyler Content Manager (TCM) supports two methods of batch scanning documents. Documents can be scanned to a file system (e.g. network share), then batch imported into TCM. Documents can also be scanned directly into TCM using a scanner attached to a workstation.

The first method only requires a scanner capable of scanning to a file system. The second method requires a TWAIN compliant scanner. Tyler highly recommends using an approved scanner referenced in the Scanner Compatibility Chart below for full functionality. Tyler also recommends verifying driver compatibility with your operating system for any scanner considered.

| SCANNER BRAND | SCANNER MODEL | |
|----------------------|---------------|---------------|
| Canon | CR-190i | DR-7550C |
| | DR-2510C | DR-7580 |
| | DR-3010C | DR-9050C |
| | DR-4010C | DR-9080C |
| | DR-5010C | DR-M160 |
| | DR-6050C | DR-X10C |
| | DR-M140 | DRC-125 |
| | DR-M160 | DR-C125 |
| | DR-6030C | |
| Fujitsu | Fi-5750C | Fi-6240Z |
| | Fi-5900C | Fi-6670 |
| | Fi-5990C | Fi-6770 |
| | Fi-6040Z | Fi-7160 |
| | Fi-6110 | Fi-7260 |
| | Fi-7180 | Fi-7280 |
| | Fi-6110 | |
| Graphlex | CS500 Pro* | |
| Hewlett Packard (HP) | ScanJet 8250* | ScanJet 8390* |
| | ScanJet 8350* | |
| Panasonic | KV-S7075C | KV-S1057C |
| | KV-S5046H | KV-S1027C |
| | KV-S2087 | KV-S1015C |
| Xerox | Documate 152* | |

* Not fully supported. These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

Barcode Label Printer for Invoice Batch Scanning

Batch Invoicing using TCM requires a desktop bar code label printer for each workstation that enters invoices. At the time of invoice entry, a placeholder document is created in TCM and the printer prints a 3 x 1 barcode label. The label will be affixed to each invoice.

While any label printer capable of printing PDF images will work, Tyler recommends selecting one of these certified models.

| MODEL | RECOMMENDED LABELS |
|----------------|---|
| Zebra GX420d | Zebra Z-Select 4000D 3" x 1" labels (Mfg. Part: 10010043) |
| | (Mfg. Part: GX42-202411-000) |
| Brother QL-700 | Brother DK-1201 standard address labels |

ExecuTime Time Collection Devices (Clocks)

Collecting Time entries is a key component to the system, and incorporating the ability to manage time around specific criteria and policies for departments that are in operation seasonally, Monday through Friday or 24x7/365 is the key for a client-wide enterprise system.

ExecuTime offers two levels of on-line devices. The difference in the levels is the functionality at the device. Both can be configured to identify the employee by reading Proximity, Magnetic Stripe, Barcode and/or Biometric (fingerprints). They both are equipped with a key pad so simple entry of a badge number is also an option for identification. They require an electrical outlet (POE is also an option) and Ethernet connection (to be provided by the customer). *Basic Functionality* devices allow employees to clock in/out, view hours, view benefit accruals and approve timesheet. *Advance Functionality* devices allow employees to clock in/out, view hours, view benefit accruals, approve timesheet, request time off and some job costing.

ExecuTime also supports an off-line clock that can be used in remote locations where internet and/or network connectivity is not an option. These devices will capture employee in/out times and store the entries until it is connected to the network so all entries can be passed to ExecuTime Software and populate the appropriate employee timesheet.

For clients currently utilizing proximity, magnetic stripe or barcode badge(s), we recommend a sample badge be supplied to Tyler for testing to confirm compatibility. If clients are interested in purchasing new badges to use with the time collection devices, we recommend one of the following badge types:

- Proximity – HID 26 bit
- Magnetic Stripe – Track 1 or 2
- Barcode – 3of 9, code 39

Clients may purchase badges directly from a vendor of their choice. For pricing and product information, we recommend the following source: IDWholesaler: www.idwholesaler.com

Fingerprint readers or keypad code entry devices are also supported and can eliminate the need for a badge. Fingerprint readers add an additional layer of accountability and can be an ideal way to insure employee time entry and eliminate buddy punching.

3.2 HOSTED OR SAAS SOLUTIONS

Hosted or SaaS Solutions:

For Vendors proposing a Vendor-hosted or SaaS solutions, the Vendor shall fully describe the proposed model and technical solution. The Vendor must include the following in the response:

- a. Please describe Vendor-hosted model, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery.

Tyler's hosting service provides clients access to the Munis software and shares hardware among several clients. However, each client is installed with their own set of code and their own database so that they can decide when patches and upgrades should occur based on their timeline. The client should expect to use about 25k of bandwidth per concurrent user.

b. Please describe the proposed service level agreement, including any tiered levels of service, response times, and standard metrics.

Please reference the standard SLA provided in Section 5 of this proposal response.

c. Please describe the support model, including: cost structure for support calls.

Queues are setup for each support team to help ensure that end users can talk to a support representative on their initial call. We also allow clients to enter support calls via the web. For hosted clients the support costs are included in the SaaS subscription.

d. Please describe the data center and storage facilities, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.

The Tyler Datacenter is located in Yarmouth, ME with a backup facility currently in Dallas, TX. We have more than 12 staff members dedicated to support and monitoring. We have 22 team members. Access to the datacenter is restricted to the ASP staff and other essential personnel via a keycard access system. All devices are duplicated and configured to fail-over in the event of hardware failure and are used for load balancing. A diesel generator will automatically engage in the event of a power failure.

e. Please describe the security issues, including: firewall security, authentication controls, and data encryption capabilities.

Through the use of key card and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Entry attempts into the data center are also audited on a regular basis by internal staff and external auditors to ensure no unauthorized access.

Cisco firewalls with Intrusion Protection System (IPS) module inspect all traffic to only allow connections from Tyler SaaS clients to the datacenter. Connection is established through a secure SSL connection or Tyler provided Cisco ASA VPN to create a secure, encrypted tunnel between the client site and Tyler's data centers. Traffic is encrypted using AES-256 bit, SHA-1 and Diffie Hellman group 2 for keying of the pre-shared secret. The keys are re-generated every 8 hours and we use perfect forward secrecy in the key process. Once they data comes out of the Cisco ASA VPN all traffic is thrown back into the firewall and checked against an ACL for source, destination and allowed services.

The VPN device is included with the Tyler SaaS service and is installed and configured at the client site. This provides a secure connection between a client's network and Tyler SaaS Data Center. This is also provides Tyler applications access to client intranet resources such as printers, third party systems, and network filesystems.

Application access must be explicitly granted by administrators. Application authentication is handled using Tyler SaaS Active Directory maintained by Client administrators. Direct database access is only granted upon request via read-only ODBC connection for ad-hoc reporting. Although hardware is shared with multiple SaaS clients, clients have their own application environments eliminating any possibility of accessing another client's data.

Hosting Operations follows security best practices dictated and defined by the three assurance audits that Tyler Technologies are subject to. SOX-404 Financial and IT General Control audit conducted by an independent CPA firm. PCI Security Council PA-DSS and PCI DSS, and AICPA SSAE-16 SOC 1 Type 2 and SOC 2 Type 1 are also conducted by approved external audit firms.

f. Please describe the upgrade and patch management policies & practice.

Tyler SaaS infrastructure is multi-tenant with multiple clients sharing single hardware or virtual components. However, unlike most multi-tenant solutions in which all clients use shared application environments, Tyler SaaS client application environments are single-tenant. Providing clients with dedicated application and database instances offers flexibility to have application updates applied on their own schedule and convenience.

Tyler SaaS clients simply request and schedule a time convenient for them to have application upgrades installed by SaaS support engineers during off hours. Software corrections delivered through Munis Internet Update can either be installed by Tyler SaaS Support or directly by the client on demand.

All changes to the hosted infrastructure flow through our change management procedure and require planning and approval. Patching of the infrastructure follows Tyler's patch policy. All application upgrades and patches are initiated by the client.

Notifications are sent to clients for any maintenance that may have potential effect on client accessibility or performance. On rare occasions, emergency maintenance may need to be performed at which point clients are notified as soon as possible. Refer to the Tyler SaaS SLA for more information.

g. Please describe the systems administration/ management capabilities including: monitoring of performance measures, intrusion detection, and error resolution.

Tyler SaaS staff continually monitors the performance of the servers including CPU usage and memory usage to make sure that our clients get the best performance

h. Please describe how the model will help the City move to a new operation at the end of the contract term or if the contract is terminated, including the process for notifying of termination.

We will provide the City with a backup of their database upon request. Termination notification will be specified in the contract.

Section 4 IMPLEMENTATION PLAN

The City recognizes that ERP implementation is a significant undertaking. In order for the City to be successful with sustainably leveraging the system over the long- term, the City expects its staff will need to gain the appropriate level of understanding and expertise in the system during the implementation, to prepare the City for ongoing operation of the system as well as planning future upgrades.

As such, Vendor shall leverage their experience implementing the proposed solution at public sector agencies of similar size/complexity, and propose an appropriate level of implementation services for the City to be successful with its long term objective.

The City does not expect the implementation to be performed solely by the Vendor and understands that responsibilities for the implementation will be shared between the Vendor and City staff. The City is interested in proposals which will maximize the City's opportunity for a successful long term solution.

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project or similar tool that details how the proposed solution is to be implemented. It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise: (Please refer to Part II – Scope of Work – for detailed explanation of each effort.)

Tyler's implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services and support to you, our clients. 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 8,000 public sector implementation projects.

Throughout this response document, we will outline our Implementation Methodology, plans for testing, training and data conversions. For information regarding the project planning and resource allocation, we have included detailed information later in this document and with the attached sample documentation and forms.

Tyler is proposing a higher service level with our 100% Dedicated Project Manager and Integration Lead in addition to Post Live and Report Development resources for advanced services and deliverables to your project.

4.1 PROVEN APPROACH

Tyler utilizes a proven stage-driven implementation approach. An approach of this nature is preferable because it allows for ongoing validation of system decisions throughout the project as improved knowledge is learned and shared during each stage. The stages build on one another, allowing the project

to progress with the goal of delivering a refined and mature solution which meets your policies and procedures, while taking into account best practices recognized in the industry. Moreover, this approach ensures that process-specific details are mastered prior to moving to each subsequent stage. A formalized sign off process, defined by major objectives, deliverables and outcomes, is the key to a successful implementation.

4.2 METHODOLOGY

Tyler's methodology is straightforward and based on three vital foundations: industry experience, expert resources, and a globally-recognized project management approach. We combine our in-house expertise in successful implementations and integrate it with the principles of the Project Management Institute® (PMI), a globally recognized organization dedicated to the project management profession.

Utilizing the five process groups outlined in the PMI's *PMBOK® (Project Management Body of Knowledge) Guide* — Initiating, Planning, Executing, Monitoring and Controlling, and Closing — we deliver a tested and proven approach to every project. We have integrated industry tools and technologies from PMI with Tyler's implementation experience, to yield a proven approach that is tailored specifically to the public sector. Our project managers are trained to maintain the professional standards of PMI.

Tyler's trained personnel perform and guide all aspects of an implementation. 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.

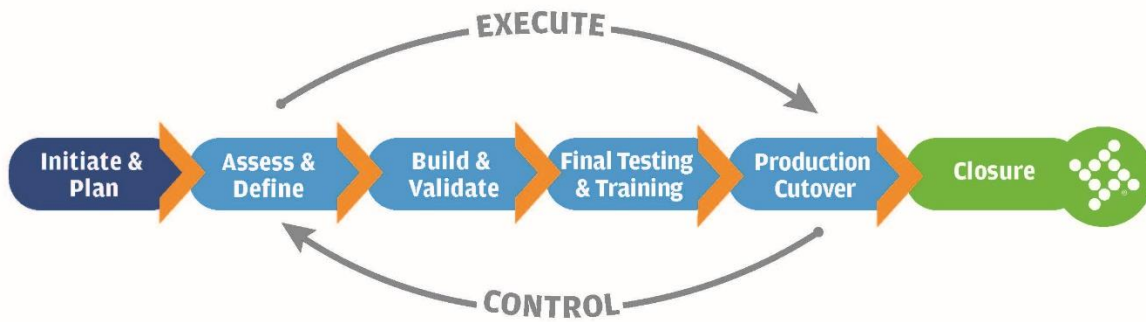
Our implementation process also emphasizes the importance of cultural change management. This is how we guide you through the changes that accompany implementation of a new software system and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. The proof of our approach is in the outcome — a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage.

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

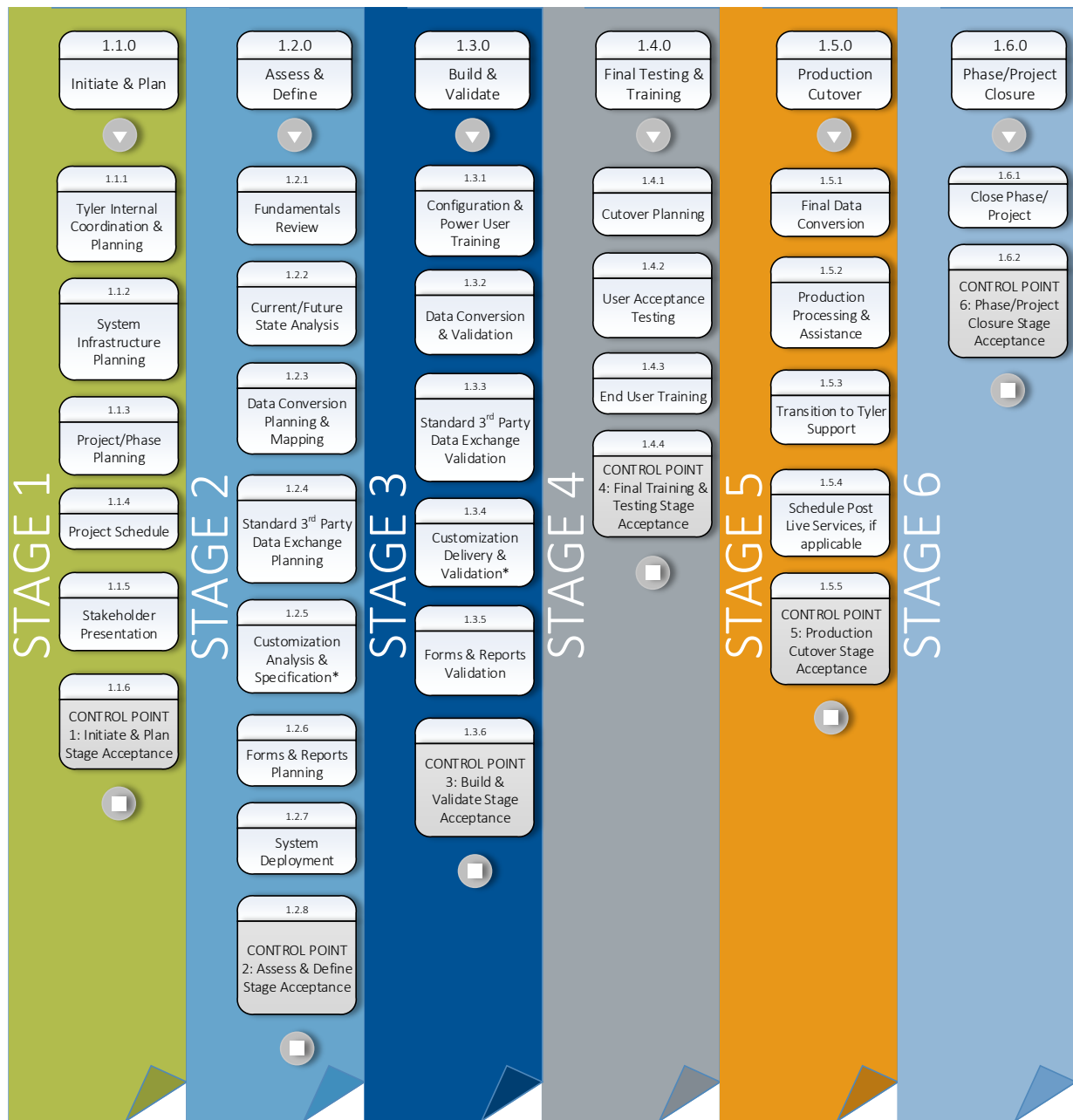
4.2.1 IMPLEMENTATION METHODOLOGY OVERVIEW

The Tyler approach, built upon PMI process groups and our industry expertise, is depicted on the following high-level illustration.



4.2.2 WORK BREAKDOWN STRUCTURE

PMI utilizes a Work Breakdown Structure, or WBS, to depict overall project work. Tyler uses this key PMI tool to show our implementation approach in greater detail.



* - If included in project scope

4.2.2.1 STAGE 1: INITIATE & PLAN

This stage of the implementation process commences once a contract has been signed. The project starts with the implementation team comprised of your executive sponsor, project leader and the Tyler project manager, who work together to define project expectations and establish a baseline project plan and schedule. During the Initiation stage, the Tyler team leads discussions with you to begin system infrastructure planning, outline goals and timelines, and finalize processes for the implementation of all products in the scope of the project.

As part of the Planning step of this stage, project stakeholders within your organization are identified. These stakeholders monitor the overall project and are essential to a successful implementation. They ensure that the project is aligned with your larger goals. This group, in conjunction with Tyler's project manager, is responsible for monitoring the project and providing formal acceptance of each stage. Once stakeholders are determined, functional leaders are chosen for the project to provide expertise on your business processes. Implementation Management Plans are provided to all, which outline the management of scope, schedule, quality/testing, resources, communication, upgrades and risk. These plans may be updated in cooperation with the project team.

The Planning and Initiation stage concludes with a high-level project schedule Stakeholder Presentation to all of your key project stakeholders.

4.2.2.2 STAGE 2: ASSESS & DEFINE

The Assess and Define stage starts with a fundamental review to provide your project team with a preliminary knowledge transfer of how the system functions. The goal of this stage is to examine and analyze your unique business needs and to translate the findings into a system design plan as an output. Tyler's consultants and your subject matter experts perform a Current/Future State Analysis of your current and required future business processes. The system design plan addresses key business drivers, which ensures that all requirements for a successful implementation are presented and accepted. Additional outputs of this stage consist of a plan addressing and identifying data conversions, standard data exchanges to third party systems, and forms and reports.

The Assess and Define stage concludes with a formal acceptance of the defined deliverables and project outcomes.

4.2.2.3 STAGE 3: BUILD & VALIDATE

After the system is built, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during the Build & Validate stage. Your project staff validate the system design, converted data, standard third party data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

Once trained, validation and testing procedures commence in an iterative fashion for data conversions, third party data exchanges, employee and citizen-facing forms, and key stakeholder reports.

This stage is considered completed when the primary/key users have reviewed the system configuration to ensure that they are in alignment with the business processes, goals and objectives of the project.

4.2.2.4 STAGE 4: FINAL TESTING & TRAINING

The Final Testing & Training stage is designed to facilitate maximum knowledge transfer. Together with the Tyler project manager and implementation consultants, we will develop a cutover plan which will detail the critical items that need to be completed in order to go live, such as: final trainings, interface testing and validation, conversion cutover schedule and timing, User Acceptance Testing (UAT) and the training schedule to roll-out the system

Prior to end-user training, your users will follow detailed test scripts through a UAT process to ensure proper validation of the system is performed. UAT ensures that all data and configuration needs have been met and that the software is ready for day-to-day business processing.

This stage concludes with final training for your end users and formal approval of the system's readiness to support your business processes prior to moving forward to go-live.

4.2.2.5 STAGE 5: PRODUCTION CUTOVER

The vital stage of Production Cutover is comprised of production and post production support. Final data conversion is completed as necessary. All the prior training and planning now culminates as your organization is self-sufficient within the new Tyler environment. Now you are operating in the production environment with the support of the Tyler project team. If required or planned upon during the initial stages, post-live education and training is implemented.

The phase closes with a transition to the product support team.

4.2.2.6 STAGE 6: PHASE/PROJECT CLOSURE

The final stage of implementation, Phase/Project Closure, is to bring a formal closure to the project phases, or to the whole Tyler implementation if no additional phases are required. Through a formal project close-out meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project close-out meeting may include such topics as lessons learned, a review of accomplishments and final acceptance of the project work completed.

- Project management

4.2.3 MUNIS PROJECT MANAGEMENT

Tyler bases its Implementation Methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

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 your complexity, and organizational needs.

Tyler is proposing our 100% Dedicated Project Manager for your project. This enhanced level of service includes 6-7 days onsite per month for the Tyler Project Manager. Project meetings, quarterly management meetings, project planning activities, and Go Live planning will all occur with Tyler's PM present.

4.2.3.1 PROJECT GOVERNANCE

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project Governance also defines the structure for issue escalation and resolution, Change Control review and authority, and Organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The Project Governance path illustrates an overall team perspective where you and Tyler collaborate to resolve Project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler Implementation Management and the Steering Committee become the escalation points to triage responses prior to escalation to the Executive Sponsors. As part of the escalation process, each Project Governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Executive Sponsors serve as the final escalation point.

- System configuration

4.3 SYSTEM CONFIGURATION

Tyler conducts thorough analysis of our client's needs during our initial stages of the implementation process. The transfer of knowledge between your personnel and Tyler project teams includes a Current/Future State Analysis of the current processes and procedures as well as a discussion of future processing and desired approach to the use of the Tyler software. Our full approach including a fundamentals review, Current/Future State Analysis, System Design Plan and system validation are outlined in Stage 2: Assess & Define and Stage 4: Final Testing & Training of the Implementation Methodology.

- Operational design

Tyler's implementation methodology places a strong emphasis on analysis of current business practices, the adoption of best business practices, and tailoring business processes to meet the unique needs of our clients. During the Assess & Define Stage, a thorough Current/Future State Analysis is conducted to gather business process information. Tyler conducts a Fundamentals Review to provide preliminary knowledge transfer of fundamental functions. The objective of the analysis sessions and fundamentals training is to translate the current analysis into a future business process using Tyler solutions that match your desired processes and goals. The resulting configuration is vetted through the Configuration Validation Testing prior to the project moving on to implementation and training of the core project team. This ensures that all decisions are tested and accepted prior to the majority of project activities beginning such as data conversion, training and documentation. Please refer to Stage 2 of our implementation approach for more details and timing of these items.

- Hardware, software, storage design and installation

4.4 HARDWARE, SOFTWARE, STORAGE DESIGN AND INSTALLATION

During Contract Negotiations, Tyler's Technology Resources will provide the City details on the exact Hardware Requirements and Configuration that will optimize the use and maintenance of Tyler solutions. The exact nature of this configuration cannot be determined until a detailed analysis of the City's needs is completed. Tyler will sign off on this configuration through a review of the City Hardware Environment. Once all these pieces are in place, Tyler's Deployment Engineer will work with your IT department to install the Tyler software in your Data Center. At this point, all Tyler application software will be installed, tested, and validated. Training may be conducted with your IT/IS staff on maintenance and upkeep of the Tyler System. Training may also take place further along the installation process, and may not be part of the initial deployment. If Tyler's SaaS offering is elected, no on-site installation is necessary to deploy your system. Instead, Tyler's SaaS Technology team will create a set of environments for your project team to use during implementation and production. Please refer to the Technology section for further details on system deployment.

- Data conversion

The data conversion process can be the most time-critical element of your project plan. And as such, Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our resources conduct hundreds of data conversions for our implementation projects every year using a process involving data mapping from our clients' legacy system and programs/scripts written by our conversion programmers.

While Tyler's data conversions team has extensive experience with data mining, conversion and migration, it your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Your Tyler implementation team guides you through the process, starting with conversion analysis and mapping, followed by interactive data conversions and validations, and ending with final testing and loading into your production environment. Within three implementation stages, critical data conversion work packages outline the steps needed.

ASSESS AND DEFINE: DATA MAPPING AND DESIGN

At the beginning of the project, data from your legacy application is mapped to the Tyler system. You will be expected to ensure that the data extracted is well defined and conforms to the same format with each extract. The Assess and Define stage sets a path which, when followed precisely, leads to success with subsequent conversion activities in the remaining project stages. This critical step includes, but is not limited to:

- Comprehensive mapping and migration of legacy data
- Creation of a road map defining conversion approach, data extract strategy, conversion and reconciliation strategy
- Outline of migration mandates and best practices governing the layout of the destination storage environment

Such communication will include:

- Comprehensive review and evaluation of legacy system data with specific attention to general data quality, viability and identification of overt "scrubbing" necessities

BUILD AND VALIDATE: CONVERSIONS AND VALIDATION

Tyler's conversion programmer examines your data files and layouts, and uses the supporting materials to interpret, crosswalk and generally re-arrange the data from the legacy system into the new database. Working collaboratively, the teams address conversion errors and report discrepancies. This iterative data conversion and validation stage includes:

- Data loaded, tested, reviewed, and validated
- Stakeholder acceptance of data quality, viability and operability

Much attention is given to data integrity during the testing phase by the conversion developers. The conversion developer spends time testing to ensure the data conforms to the database definition and

standards. Your team and the Tyler implementation team work on testing the balances and output of processes after the conversion to allow you to be confident that the available data was captured accurately.

PRODUCTION CUTOVER: FINAL DATA CONVERSIONS

The final step in the process is the final data conversion into the production environment. Tyler extracts a final data packet, thus transferring ownership and maintenance of the data to you for all data in the Tyler system. Depending on the scenario and timeframe, you may need to manually create a new record to replace an element that Tyler was unable to convert or was created in the legacy system after the final data extraction.

DATA CONVERSION STANDARDS

Data Scrubbing and Reports

Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, as this will make data validation efforts more seamless and result in a higher quality migration. We recommend creating control reports and screenshots for use in proofing the conversion later in the process. Your team and the Tyler Project Managers decide which reports are required. For verification purposes, it is imperative that reports for proofing be run at the same time that data is created for transfer to Tyler. There should be no intervening transactions posted between the data transfer and the reporting. We emphasize this point as it is difficult to match the data to the output on the report if these standards are not met.

- Report development

4.5 MUNIS REPORTING OVERVIEW

Public sector entities need multiple ways to get information out of their ERP software. That's why Munis provides more than just traditional paper-based reports for accessing and using critical information. It is designed to provide you with the information you need in the format you want—instantly.

We have included an additional 26 days for Report Development Assistance to meet the requirements set forth in the RFP. Please refer to the Investment Summary for the associated cost of this custom work.

Nearly every application screen throughout the ERP suite includes the ability to create a report of the current data using a variety of output options (print, PDF, Word, Excel). An integrated “query wizard” can be used to guide users through the selection process to create complex queries. These queries can be saved for future and even shared with fellow users to quickly and easily access pre-defined searches at moment's notice. Leveraging the integrated Munis Scheduler, reports can also be scheduled to automate delivery, printing or archival.

Based on Microsoft SharePoint, the Tyler Role-Tailored Dashboard provides an easy-to-use, simplified way of finding, accessing and sharing information by aggregating the data you deem important into one or more customizable views. Web parts display information from different parts of Munis and other Web-

based tools. Each user can personalize his or her dashboard views, tailoring it to the information that's critical for their role. Simply click on hyperlinks embedded in the Web part to access specific records or files.

Munis also offers full bi-directional integration between your Munis database and Microsoft Excel through SQL Data Cubes. The Munis database provides a user-friendly, multi-dimensional view of your data across many platforms including Excel, SQL Server Reporting Services (SSRS) and your Tyler Dashboard. Analyze and report on trends, track key performance indicators, create charts and graphs, generate reports and more using the tools you're already comfortable with. Embedded hyperlinks point to the originating record stored in Munis for fast access to detailed information.

Choose from our library of report templates or use Tyler Reporting Services for more customized reporting. Powered by SSRS, Tyler Reporting Services enables users to create custom, complex reports using powerful wizards and built-in tools such as Microsoft Business Intelligence Development Studio and Visual Studio. Add charts, drill downs, parameters and hyperlinks to turn reports into interactive documents or Web content. Users can also use analysis tools—including charts, field highlighting, running totals and sorting—to examine trends, expose relationships and zero in on important facts. Reports can easily be published and shared to end users by integrating directly with the Munis SharePoint Dashboard. Finally, Tyler Reporting Services uses database views for standard reporting and report models for ad-hoc reporting. These views/models are easy to use, incorporate security and permissions set within the Munis application, and are an efficient way to connect to the database.

Nearly every Munis application includes the ability to filter on any field when searching for information. Users can also leverage a variety of search operators such as greater than (>), less than (<), and (|), and ranges (:). Finally, Munis includes an integrated Query Wizard to easily create complex queries and find the exact information needed. The Munis Query Wizard guides users through the selection process, including selecting multiple records without having to remember every search operator. Queries can also be saved and named for future use and even shared with peers.

4.5.1 BUSINESS INTELLIGENCE

The right business intelligence solution is crucial for effective data analysis and strategic decision making. That's why we created the Munis Business Intelligence toolkit specifically for our clients' needs, leveraging the decades of experience we have serving only the public sector. By utilizing Microsoft SharePoint, SQL Server Analysis Services and OLAP cubes provided with the Munis system, this advanced toolkit provides administrators with tools for "what if" scenario analysis, monitoring of key performance indicators based on business rules, and reporting, charting and publishing.

Full integration with the Tyler Role-Tailored Dashboard provides users with editable charts when they log into the system. Custom Web parts built on SharePoint servers access cube data, meaning users don't need to know how to do anything more than browse a Web page in order to access, analyze and report on key information. Modify measurements, change chart type, export to Excel and drill down into any data the cube offers, including a decomposition tree that provides a detailed breakdown of

measurements. When you're done the Dashboard refreshes back to your main setting the next time you log into the system.

SharePoint Server Excel Services: Extends the capabilities of Microsoft Excel by allowing broad sharing of spreadsheets, improved security and the ability to re-use spreadsheet models.

Munis SharePoint Dashboard and Report Center: Create interactive dashboards that display business information by using built in Web Parts. These Web Parts include dynamic key performance indicators (KPI), Office Excel spreadsheets, Microsoft SQL Server Reporting Services.

SQL Server Analysis Server (SSAS) OLAP Cubes: Built with Munis Data Mart dimensional data, OLAP Cubes provide for quick response reporting of high level summary information with the ability to quickly drill down to the lowest detail level in areas such as General Ledger and Payroll/Human Resources modules. KPI (Key Performance Indicator) lists are also included in individual OLAP cubes which can be easily surfaced and used in Microsoft Excel. Some examples include:

- Data interfaces

4.6 MUNIS THIRD PARTY INTEGRATION

Munis offers a variety of methods of interfacing with external third party systems, including file-based import and exports and real-time integration using web services. This includes pre-defined integration points out of the box, requiring little or no setup to many popular third-party systems such as Microsoft Office, ESRI ArcGIS and Kronos Time and Attendance.

As part of our proposal, we have included an Integration Lead resource as a key member of the proposed Tyler Project Team. This resource will be available to help develop and bridge integration and interface concerns.

4.6.1 FULL INTEGRATED ERP SOLUTION

When evaluating a new ERP system, it is very common clients are looking to replace several disparate systems with a single, integrated ERP. Since every Munis application is integrated with one another, sharing a single database, many existing interfaces are commonly eliminated when moving from several disparate systems. For example, with Munis, an employee raise initiated by a Human Resources personnel action, automatically updates Payroll and the General Ledger.

4.6.2 FILE-BASED INTEGRATION

Munis includes a number of file-based interfaces which are performed using integrated Munis applications and geared towards end users rather than IT staff. Rather than needing your database administrator to import or export data directly to or from the system, most file-based interfaces include the ability to define and choose from interface templates. These templates define the order and type of data being interfaced so files don't need to be in a "Munis format" and instead allows users to choose the

appropriate template for the system being integrated with. Munis also includes interface templates for commonly used third-party systems out of the box.

When data is imported, it is first placed in a “holding area” where Munis workflow can notify users or require approval from users based on any number of criteria. This includes whether imported data brings an account over budget, is over a certain dollar amount, or affects a specific commodity or object code. Only after all workflow actions have been taken will the import hit the production data.

Imports and exports can be scheduled for a one-time or recurring, automated interfaces. Finally, nearly every application has the ability to export the current record set to Microsoft Excel or Microsoft Word.

4.6.3 DIRECT INTEGRATION AND SUPPORT

Tyler has heavily embraced web services as the future of application architecture and integration with other applications using industry standards. Munis includes a robust and growing library of XML web services and leverages them for real time integration with third party systems through “plug and play” interfaces.

Setting up an application interface within Munis is as simple as opening an application screen and entering a few settings specific to that interface. Tyler develops and maintains all application interfaces clients, saving clients from worrying about APIs that require development skillsets, and maintenance any time a system changes. This includes all state and federally mandated interfaces included as part of every clients’ maintenance agreement. Tyler regularly works with state governments and vendors as they develop strategies for sharing/obtaining information with local governments via XML and web services to ensure our products comply with these specifications as they are introduced and continue to meet our clients’ changing needs.

• Training

4.7 TYLER TRAINING PLAN

A key part of any implementation is training users at all levels. Fully trained users understand how to use your new software system to record and report information that helps them to do their jobs better. This is critical to user acceptance of the system and crucial to a successful implementation.

Tyler offers several training formats to accommodate our diverse clients’ needs. On-site training by Tyler staff provides hands-on learning in your own labs. Tyler also provides flexible alternatives including remote collaborative training technology, and may offer video and software tutorial media. Regardless of the scope or logistics, your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your data. Tyler requests that managers attend training with their employees. This ensures that the managers can confirm the proper transfer of knowledge has occurred. This also allows employees to ask the manager policy-related questions about how the system will work within their department.

Tyler has developed a dynamic set of training and education resources and services that are tailored to your needs, the Tyler products you are implementing and the scope of your project budget.

4.8 TRAINING METHODOLOGY

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. We refer to our plan as an “education plan” as opposed to a “training plan” for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis we review the current environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a future state model. The future state model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is only a piece of the overall education needed to be a proficient Tyler user.

4.8.1.1 PURPOSE

The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where will classrooms 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

4.8.2 FUNDAMENTALS REVIEW

In this step, your functional leads and power users become familiar with the new Tyler system and its capabilities, language and processes before the start of the current/future state analysis. This allows users on your team to better engage with the Tyler implementation consultants during regular training hours, empowers your staff with experience and a more complete understanding of the system, and provides a strong foundation for ongoing conversations regarding the future state processing. Fundamentals review eases the transition into implementation and training, garnering better results and a greater understanding of new processes.

4.8.2.1 GOALS

- Learn general Tyler Technologies terminology
- Experience the basic functionality of your new software solution
- Explore the configuration options including data flow, connectivity, etc.
- Encourage discussions within your organization of desired configuration for design and future processing
- Discover some of the software capabilities available for consideration

- Improve communication between you and Tyler through software knowledge

4.8.3 CONFIGURATION AND POWER USER TRAINING

This stage enables your power users to validate the new software based upon the output from the future state analysis. A high-level exploration of the system results in greater comprehension and retention of system features and functionality. Configuration training may include data conversions validation, configuration validation testing, third-party data exchange validation, forms/reports validation and customization validation.

4.8.4 TRAIN THE TRAINER

Tyler provides training to functional leads and power users throughout the implementation, as the set-up knowledge is key to a self-sufficient user. Tyler provides training to your internal trainers, who in turn train the end user community. End user training is scheduled during the project and is usually done just prior to, or just after, going live. Training materials will be provided and may be customized prior to this training.

4.8.4.1 BENEFITS

- Powers users become immediate stakeholders
- Training between the power users and peers creates a comfortable environment
- Reduced learning times and more flexible training scheduling

4.8.5 TECHNICAL AND SYSTEM ADMINISTRATION TRAINING

Technical training begins at the time of software installation. Tyler's installation team teaches the technical staff how the software is configured within the operating system, as well as basic system maintenance routines such as backups, loading releases, and refreshing training and test databases.

System administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc. from within Tyler's software. Your System Administrator necessarily attends these sessions; functional leaders should also attend to have a thorough understanding of the permissions and options available.

4.8.6 END USER TRAINING

After the functional leaders and power users are trained, the system parameters and tables are set up and/or converted, and processes are defined and tested. End users attend applicable scheduled training. Many agencies conduct this training prior to go-live so that these users may assist in system testing and verification, and become familiar with their new processes.

4.9 SCHEDULING AND ATTENDANCE

Tyler prefers a classroom and curriculum approach for on-site training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby, and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve (12) users in order to keep the session controlled and ensure that all users are receiving an appropriate level of personalized attention. The specific course topics are discussed and scheduled after analysis, depending on your agency's specific training needs.

Attendance to the training is critical during implementation. By participating in training courses, your employees gain critical hands-on experience with the system, and learn the Tyler approach. Tyler's training staff will take attendance during classes, and relay that information back to your Project Manager for review. This ensures that users get the complete benefit of training and reduces support incidents after go-live.

4.10 RESPONSIBILITIES

Both teams collaborate on all aspects of training which will be discussed and documented during the planning stage of the project. The expectation is for Tyler to provide one 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 so that they can then disseminate the information they learn to others in your organization if or when necessary. Tyler knows the value of being prepared for the use of our software in production, so we contribute to an ongoing education effort by recommending functional processes to be presented to specific departments, and share training materials used during our sessions. Our goal is to partner with you and lend our expertise and best approaches based on our experiences, in order to allow your resources to be successful at go-live. Changes to these expectations are discussed during project planning, and are based upon your specific business environment and resources.

4.11 ADDITIONAL TRAINING RESOURCES

4.11.1 TYLER UNIVERSITY — TYLER U*

Tyler offers training through our Learning Management System — Tyler U — to our client base. Tyler U training provides an excellent opportunity for customers to learn introductory, new, or advanced processes at their own pace.

4.11.2 STATE USER GROUPS

Sound development of the Tyler product is largely driven by existing clients. To that end, we encourage active, client-organized product user groups. User groups typically consist of like-minded customers in geographic proximity of one another and running the same or similar Tyler applications.

4.11.3 ONLINE RESOURCES

Our knowledgebase and website include hundreds of searchable documents, videos and reports for users to view, download and modify. These include how-to documents, user conference session documents, best practices and more.

4.11.4 TYLER CONNECT

Tyler hosts an annual education forum, Tyler Connect, which serves our customers' need for new or refresher information on our software products. Each class is tailored to meet the needs of attendees in order to increase productivity and, ultimately, improve responsiveness to your citizens and clients. Tyler is a nationwide community dedicated to learning, growing, sharing, and connecting every year.

*Not available for all Tyler solutions and products.

• Testing

4.12 TYLER TESTING PLAN

A Quality Management / Testing Plan establishes processes and activities to ensure that project objectives outlined within the Implementation Management Plan are successfully implemented. The Quality Management / Testing Plan addresses both the project and the product, meaning that tests are conducted at appropriate times throughout the project and that they test different facets of the product as the future-state system evolves. The tests examine all of the implemented functions and processes to ensure that the goals and requirements for the project are fully satisfied. We do not perform stress/performance testing in our standard approach

4.13 PURPOSE

The Quality Management / Testing Plan defines and monitors critical milestones. Failure to meet critical milestones may negatively impact project timing, which could affect go-live.

It also provides a controlled environment for high-level product testing, taking into account full module integration, import and export interface integrity, functional flow and reliability.

4.14 METHODOLOGY

Although potential problems can be exposed using standard quality assurance testing methods, the project teams also conduct testing throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive testing plan is set in place and may include the following: system infrastructure audit, conversions, third-party data exchange, customization, form/reporting, configuration validation testing, and user acceptance testing. The Quality Management / Testing Plan will be mutually agreed upon prior to executing any of the tests.

4.14.1 OVERVIEW

4.14.1.1 SYSTEM INFRASTRUCTURE AUDIT

The foundation of the system is fully vetted to ensure that the system hardware meets specifications and vital system infrastructure information is available.

4.14.1.2 CONVERSION VALIDATION AND TESTING

Conversion proofing is performed after each pass of converted data is loaded. Control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. The goal is to have acceptance of conversion programming completed prior to the pre-live period so that final conversions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database for live processing to begin.

4.14.1.3 DATA EXCHANGE TESTING

Exchange testing involves the observation of inter-module and third-party data flow and effect. Throughout the implementation, special attention is paid to the exchange integrity of the system which is validated via standard training, parallel testing and customization testing. Whether between Tyler applications or third-party exchanges, all aspects of functional integrity are tested thoroughly. Customization testing is performed to verify that contracted custom modifications delivered from Tyler work as specified in the approved product specifications.

4.14.1.4 SYSTEM DESIGN VALIDATION

Testing ensures that the system has been built to conform to the design determined during the Assess and Design stage, and that it complies with the business process decisions you have made. The purpose of the test is to provide an opportunity for validation of business process decisions in the actual application. A key part of the test is to conduct a transaction test, during which typical business transactions, specific to a given area of configuration, are duplicated and validated.

4.14.1.5 FORMS AND REPORT TESTING

Testing of your constituent-facing output — checks, invoices, bills, permits, report cards, etc. — is an essential component of the testing plan. Each constituent-facing form and report is validated using the data output created during the system design validation. This continues as a repeated and iterative process whereby testing occurs as your users validate processes, print these outputs as part of training sessions and perform User Acceptance Testing (UAT).

4.14.1.6 USER ACCEPTANCE TESTING (UAT)

The objective of UAT is to confirm that the system is ready for daily deployment and operational use. During UAT, your functional leads and power users are required to participate by testing the system's functionality, features and performance. Tyler guides you through this process by assisting in the establishment of a test plan and implementing routine communication protocols to ensure reported issues are prioritized and addressed based on established standards. Thorough end-to-end testing completed by your functional leads and power users sets the tone for the success of the production cutover process, both in system readiness for live transactions and in user proficiency in the software tools prior to go-live.

4.15 THE BENEFITS OF TESTING

Through this process, end-users gain extensive product experience, develop a high level of confidence in Tyler's products and understand their specific functions within the system. Expected benefits from the completion of these tests also include:

- The infrastructure of hardware and network design is thoroughly tested
- Customizations and exchanges are fully integrated into the product
- A managed issues list is fully quantified

4.16 SOFTWARE ENVIRONMENTS

Customizations, exchanges, conversions and other data and programmatic elements are tested in a non-production environment. This environment also serves as the UAT environment.

This environment provides the structure and supporting programs for user testing performed throughout the duration of the project. The desired result of the user testing process is functional goal acceptance achieved through managed issue identification, resolution and testing.

4.17 MEASUREMENT AND TRACKING

Once corrections have been delivered, your Project Manager and the Tyler Project Managers determine if repeat testing can continue from a stopped point or if it must be restarted.

Tyler requires a final sign-off prior to going live on any module. This sign-off document will outline the status of any remaining open issues related to the module, confirming the issue status and the associated priority code. Your project team and the Tyler project team will review all items and make a decision as to the ability to begin live processing. The sign-off will signify the end of the system test stage for the module.

4.18 TESTING CONCLUSION

Clear communication, recordkeeping and analysis by your project team, Tyler Project Manager(s) and Tyler implementation teams are critical in order to move through the testing phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module design or setup
- Best practice re-engineering
- Change in scope
- Software modification requests

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

- System documentation development

4.19 MUNIS HELP & DOCUMENTATION

The Munis ERP application has an integrated electronic help and documentation system. Munis programs include context-sensitive help (CSH) that provides task-related information for screens and fields. This online documentation helps you navigate through programs, providing the procedures and details needed to complete tasks. When a user clicks Help on the toolbar or press F1 on the keyboard, online help provides details that are relevant to the task that you are currently trying to accomplish. The help for each program screen is formatted to provide you with background information about the selected program (What do I need to know?), as well as with procedures on how to complete a task (What can I do?) which also includes step through tutorials for popular processes. In addition to screen-level help, our CSH provides details for the individual fields on each screen. As with screen-level help, the field level help is formatted to provide you with a description of the field, as well as with information on what you can do in that field.

Because the Tyler Dashboard is built upon the industry-leading platform, Microsoft SharePoint, SharePoint document libraries can also be leveraged for collaborative document storage which can be integrated alongside ERP web parts and SRS reports. This provides an integrated platform to support custom documentation, management, and collaboration.

Tyler also maintains a complete ERP knowledgebase. The Munis Knowledgebase provides users with a single, easily accessible location to find all existing documentation on the Munis product and other widely used technology products that integrate with Munis. A user-friendly search screen is located on the www.tylertech.com website. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises and much more.

4.19.1 MUNIS RELEASE ADMINISTRATION CONSOLE

The Munis Release Administration Console provides status information for Munis releases by application. This advanced program integrates into Tyler's work ticket system enabling authorized users to see status information on enhancements and software defects (open and closed), providing real transparency to all. In addition to the status of an item, the Munis Release Administration Console provides information on configuration, requirements and considerations. Administrators can now make informed decisions on what new features are available with new Munis release, the support status, and its maturity.

- Disaster recovery plan

4.20 TYLER DISASTER RECOVERY

Disasters happen. When one strikes, having a viable recovery plan to implement makes all the difference as you work to get back on your feet. Many Tyler customers have found a simple solution to planning for the unexpected—Tyler Disaster Recovery Services.

The high cost of replication has inhibited widespread data protection and left risk of slow or failed recovery from a disaster. Most IT departments have been forced to rely on tape-based disaster recovery. Tyler Disaster Recovery Services enables a rapid return to normal business operations. This is because the data and images are recovered from high speed disk rather than being dictated by the pace of the slow tape based recovery. Getting data and images restored quickly enables all other aspects of recovery to be complete sooner. Recovery refers to the restoration of Tyler application data.

Our dedicated disaster recovery team helps you identify critical business processes. They help you define and document recovery procedures to create an overall response plan that meets your organization's unique needs. So when a disaster strikes, your organization—and our response team—has the right policies and procedures in place to quickly restore your data.

With your data's security our priority, your IT personnel are free to focus on other strategic initiatives and employees can focus on what's really important—meeting the needs of citizens. Using an efficient and secure "sync" process, your encrypted archive log files are transferred to our servers within minutes, without the time-consuming manual involvement of your employees.

How It Works

Utilizing our state-of-the-art Data Center, Tyler can transparently retrieve a copy of your data every night, thereby ensuring your critical users can always process work via internet or by traveling to one of two Tyler locations.

- The Disaster Recovery team helps you identify critical business processes and users, define and document recovery procedures, printing solutions, etc.
- Tyler provides disaster recovery services for your Tyler applications, including: off-site backup, recovery server, alternate processing location & remote access
- A database export is transferred every night to a server in Maine using a network efficient 'sync' process that enables the transfer to be completed in minutes, even for extremely large databases
- In the event of a disaster your live database is loaded into a Tyler application environment on the Recovery Server and your critical users are setup to access that server
- You can access your Tyler Disaster Recovery Environment using an SSL (Secure Sockets Layer) VPN client from any remote location with an Internet connection, or come to one of our offices and utilize our facilities.

Backup Process

Tyler uses a utility to perform a differential transfer of the database and critical files, meaning that only the differences between one night's snapshot and the previous night's snapshot actually go over the wire. There is not a minimum bandwidth requirement. Even for sites with large databases the transfers are very small. The process typically yields a 10-1 compression ratio meaning most differential transfers only consist of a few megabytes.

Not to be confused with a traditional differential backup, in which a 'full' backup is required followed by many 'differential' backups to re-establish the data; the net result of our transfer utility is that every night a full backup is obtained. Only the differences between the current night's full backup and the previous night's full backup are transferred over the wire.

Disaster Declaration

- A disaster is an unplanned event that shuts down your system, threatening your financial standing or public image. It does not include hardware or network failures that are covered by standard service agreements, or repairs that can be made within 24 hours. Provided we have your data, we guarantee you'll be back in business within 12 business hours.
- A disaster may be declared between the hours of 8AM and 6PM, EST Monday-Friday

Post-Disaster Services

- Tyler delivers an export of your database
- Our Tyler Systems Management Department provides on-site installation services free of charge to customers with a current Tyler System Management contract. Otherwise, this is a billable service.

- Go live support/post go live stabilization

As a Tyler client, you'll have comprehensive, 360-degree accessibility with our in-house support services. Additionally, we have proposed several resources to add in any Post Live Stabilization and Support. The proposed 100% Dedicated PM will be available for one month Post Implementation as well as resources for Post Go Live Support. We have outlined below our full Technical Support offering for your review.

4.21 MUNIS TECHNICAL SUPPORT

Tyler knows that satisfied clients — more than any other single factor — determine a company's ongoing success. We also recognize that superior technical and operational support is critical to our client's satisfaction. That's why we provide a variety of resources and tools to support all aspects of your use of Munis. We want you to receive the best return on your investment in Tyler possible and our approach to technical support is designed to ensure that you have everything you need to maximize your use of Munis.

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. 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. Our technical support teams are certified by HDI, a global certification body dedicated to the technical software support and service industry. All support technicians undergo rigorous internal training on the Munis application and must work toward earning their HDI Customer Service Representative certification to demonstrate the highest level of service and expertise. With more than 88 percent of our technical staff currently HDI certified Munis technical support has earned HDI's Team Certification Award which demonstrates our commitment to offering the highest level of service to you.



4.22 SUPPORT TECHNOLOGY

Munis Technical Support uses a variety of products and tools to assist with issue resolution and to answer functionality questions. In order to provide the highest level of service to our clients, Tyler utilizes Citrix's® GoToAssist™ as its remote support solution. GoToAssist is a powerful collaboration and communication tool which allows Munis Support Technicians to remotely access any of your servers or desktops. Using this technology our Munis Support can take keyboard and mouse control, transfer data files, and monitor processes, all of which are critical to a timely and accurate resolution of your issue.

GoToAssist technology is a fast, easy-to-use tool that provides a highly secure connection with 128 bit, end-to-end AES encryption which is critical to maintain the security of your data and network. To provide an audit trail of all work performed, every GoToAssist session is recorded and stored for 90 days. At the completion of each session, a survey is provided so that Tyler may solicit feedback on the quality of resolution provided and the Munis Support Technician.

4.23 PHONE SUPPORT

Tyler provides a dedicated 800 number for our clients to contact Munis Technical Support. We place no limits on who from your team that may contact Support, the number of calls placed, or our time required to resolve your incidents. We are focused on providing the highest level of support to all of our clients and will work every incident with the same level of dedication to finding a timely resolution to your concerns. Customer support's goal is to return all calls within one business hour.

4.24 ONLINE SUPPORT

In addition to phone support, you can log new and manage open incidents through our online support tool. The Munis Support Portal will provide 24/7 access for resources to submit and update incidents, including the ability to attach documentation and screenshots if needed. All account and incident data are available in real time, providing the ability for you to communicate with Munis Support Representatives directly without the need to be on the phone.

The Munis Support Portal is not the only option for you to access critical information, communicate with system experts, utilize applications, or access tools. Tyler Community, the Munis Release Management Console, the Munis KnowledgeBase, and many other tools, including the Portal can be accessed through Tyler's website, www.tylertech.com. Through Tyler Community, users can view and reply to discussions on trending topics such as state reporting, year-end close, and upcoming releases. The Release Management Console provides information about the life cycle of all current and future Munis releases, so you can plan when to adopt new versions of Munis. Users have access to the Munis KnowledgeBase which includes procedure documents, frequently asked questions, user conference documents, e-learning materials and more.

4.25 FOCUSED BY APPLICATION

Regardless of how your team contact us, Munis Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. Munis provides technical support for additional aspects of our clients' operations such as Tyler Forms, Tyler Reporting Services, Tyler Content Manager and advanced technical assistance through our Tyler Systems Management team. This application specific approach allows our Technical Support Representatives to focus on a small group of applications and therefore offer a high level of product expertise to our clients. Our application specific teams with their standard hours of operation are shown in the below chart.

| 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 |
| Payroll 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 is available One Saturday per month in addition to the days shown*

4.26 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. The priority of a given case may be modified as more information about the circumstances surrounding an issue are uncovered. For example, a lower priority case may become higher priority if further research reveals a more critical issue or a previously unknown deadline or penalty. You can also request an escalation if the priority originally assigned does not match the importance or impact of the issue to your organization. The below call priority chart contains a description of the criteria that are used to classify each case.

| Priority | Description | Resolution |
|------------------|---|-----------------|
| 1 - Critical | Application or Program is Down, no Work Around Exists | 1 day or less |
| 2 - High | Program or Process is Severely Affected, a Work Around Exists | 10 days or less |
| 3 - Medium | Program or Process is Affected, a Work Around Exists | 30 days or less |
| 4 - Non-critical | Issue is Non-Critical in Nature, Support Assistance Requested | 60 days or less |

4.27 TYLER SYSTEMS MANAGEMENT

Many public sector clients are looking for an additional layer of technical support to assist in managing their technical infrastructure, database, and maintenance needs. Tyler offers an optional level service through our Tyler Systems Management support team. Tyler Systems Management provides expert assistance for all your Munis database and system maintenance needs as well as provide select hardware peripherals via Tyler's Hardware Loaner Maintenance program. The services offered through Tyler Systems Management include assistance with: installations, routine maintenance, system administrator software training, database tuning, server support, remote system monitoring, data recovery and upgrade services. In addition to specializing in Microsoft operating systems (server and workstation), SQL database engines and network configuration, our team holds industry specific certifications such as Microsoft Certified Solutions Expert (MCSE) and Microsoft Certified IT Professional (MCITP).

Tyler Systems Management is a contract service, much like the Munis Maintenance Agreement, which is billed on an annual basis and renewed each year. Many of the services provided by Tyler Systems

Management are available on a fee-per-incident basis to whom are not currently under an existing contract.

4.28 TYLER COMMUNITY

Tyler Community provides a secure, online setting where you can go to find answers to common problems, connect with other Tyler users to share ideas, answer posted questions, and access information that is available 24/7. Based on a social



networking platform, Tyler Community includes blogs, forums, files, and wikis where both clients and Tyler employees can contribute. Clients and employees use Tyler Community as a dynamic way to troubleshoot problems and share best practices with Tyler's vast Munis community.

Additional benefits include:

- State user groups create an environment for you to easily communicate legislative changes and state-specific subject matter
- Easy access to current information on critical issues
- Helpful technical tips from subject matter experts
- Powerful search capabilities across forums, wikis, files and people

4.29 TYLER UNIVERSITY

Tyler University is an e-learning solution to enhance support and training of your employees. Through this learning management system developed by Tyler Technologies, new and existing employees are provided an on-demand solution to acquire and refresh the skills needed to successfully implement and use Munis day-to-day.



Tyler University's core modules include: financials, human resources, payroll and technology. Employees in the finance department can train on a wide range of topics from req-to-check, including requisition entry, creating a change order for a purchase order and purchase order receiving. For the human resources and payroll staff, Tyler University offers courses on the complete payroll process, the power of employee building and applicant tracking. For system administrators, courses include topics on role based security design, administering the dashboard and role synchronization from Munis into Tyler Content Manager. Courses are being added continuously into Tyler University, making it a vital resource for new employees and cross training your team.

4.30 ONLINE HELP

Munis applications include a context sensitive online help function that provides field level and procedural information to assist you and your team in completing program tasks. When you are in a program and select the help function, the program displays a field level description of all data elements on the screen, as well as processing options for that program. It is formatted to provide you with a general overview of the program or the selected program screen, descriptions of the fields on the screen, and procedures for completing the tasks within the program. The online help function also includes a table of contents, from which you can select help for other programs within a product. This tool is linked to the Munis KnowledgeBase allowing for immediate access to additional information and resources directly from the Help screen. There are also links to Munis Technical Support for ease in requesting assistance from a Munis expert.

4.31 RELEASE NOTES

Munis release notes are provided in advance of every new version of the Munis to provide the important information to our clients. Release notes provide a brief description of each product change, along with a list of programs affected by the changes. Release notes are organized by product so you can easily find the changes that affect their organization. By accessing the release administration program within Munis, you can review enhancements, open issues and fixes for a specific release by module and program in real time detail.

4.32 MUNIS KNOWLEDGEBASE

The Munis KnowledgeBase provides users with a single, easily accessible location to find all available documentation related to Munis. This tool uses a user-friendly search screen which can be accessed through the Munis Support website. Search criteria include the ability to filter by Munis version, search for key words, include only certain types of documentation, or perform system wide searches. Provided through the Munis KnowledgeBase are process documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises, e-learning classes and much more. More than 90% of the documents available are in MS Word format so that they can be easily customized for use in training materials, custom documentation or process checklists.

4.33 STATE USER GROUPS

As a client, you benefit from networking and peer-to-peer collaboration through state Munis user groups. The majority of user groups are run by clients, who set the meeting agenda, location and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides a dedicated team to demonstrate new functionality, help prepare you for Munis upgrades and monitor product or process breakout sessions. During the sessions, Client Experience Managers

collect important feedback and report back to Munis product managers. Many clients form lasting connections with other Munis users within these groups, and help to make each other better users of Munis.

4.34 ANNUAL USER CONFERENCE

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products, including Munis. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps you get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Our clients' input from past conferences continues to impact significantly the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

4.35 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 professional team has successfully migrated many of our customers through three generations of software. Tyler views this software development and migration as a stewardship of your annual maintenance dollars. Those dollars are invested on behalf of our customers into new products and features, continually taking advantage of current technology.

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. In these instances, this consumption gap increases, causing the user to fall further and further behind on optimally using the product. Clients facing this situation are no longer benefiting from the full functionality of the product, or from the latest technology enhancements.



EverGuide® is a Tyler-wide continuous improvement initiative to address these issues. EverGuide is an extension of our evergreen philosophy, and will offer services and consulting to help clients maximize, protect and get the most from their software investment.

- 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

As every Tyler product is different, EverGuide will be customized by product group and client type to ensure we are delivering the right level of services and support to meet the unique needs of our clients.

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 a long period of time. It's also our hope that this initiative is a catalyst for our clients' organizations to embrace change, commit to training and developing their staff, and fully use the wide ranges of Tyler's service and support offerings available to them.

• Knowledge transfer

Tyler's goal throughout the implementation of Munis is to educate your resources so that they are self-sufficient users of the software. To most efficiently accomplish this goal, Tyler uses a train-the-trainer model to transfer knowledge. Tyler's project team will provide comprehensive training to your Core Team, which includes the Project Manager, Functional Leaders, Power Users and Internal Trainers. Each subject matter is covered in training a minimum of two times throughout the project; the first time focuses on the process steps, while the second time through, the training is more comprehensive in nature. Sessions for each topic will also cover set-up and configuration for Core Team members, so that future changes can be easily made.

Starting at the early stages in project with a preconfigured database, your Tyler implementation team provides a Fundamental Review on how to use system with data, walks through process/flows, touches on core concepts in system such that project team will be enabled to make better decisions in the upcoming analysis, system design, and system design validation. After the Fundamentals Review, your team will participate in Current/Future State Analysis sessions to determine desired functionality and process.

Tyler's training methodology stipulates that End Users be trained on major process groups only after procedural decisions have been made by the Core Team. The goal is to expose the most sophisticated users to the system first, so system set-up, converted data, and new procedures are thoroughly vetted by the Core Team before being introduced to End Users. During the Core Team training phase, Tyler Implementation Consultants conduct training, measure knowledge transfers through assessments, and also lead mini parallel processes and procedure tests.

Although not conducted by Tyler's project team, training for your End Users will be included in the project plan and is typically scheduled during Go Live Planning which starts one to two months prior to Go Live. This proximity to Go Live helps End Users to retain knowledge and allows Core Team members to conduct this training. Training materials utilized during Core Team training will be provided to you for use in End User training, and may be customized to include additional information.

It is critical that prior to Go Live, all knowledge transfer is delivered by Tyler's project team to your resources. Many project activities occur during the Go Live Planning stage of the project to evaluate the effectiveness of Tyler's knowledge transfer activities, including parallel processing and user acceptance testing.

- Staffing plan

Tyler takes a custom approach to every implementation project we lead as every client and business case is unique. During project planning, the project teams will discuss all aspects of the project. The discussion and the decisions made will be documented and included in the custom project plan. This document will govern all project activities, including the deliverable for each stage of the project. This document contains typical project deliverables for each stage of the project, and is tied to our custom Tyler Work Breakdown Structure.

4.36 TYLER PROJECT PLANNING

During the Planning Stage of the project, a Project Plan will be created by you and the Tyler Project Teams that will serve as a working document throughout the entire project. These teams will meet regularly throughout the project to foster communication and ensure that all tasks are on schedule. In addition, periodic reviews and project meetings will be scheduled where changes in scope, schedule, or cost will be discussed. Any change to the overall project, and specifically the Project Plan, will be agreed to by the two project teams. The original Project Plan, as well as any subsequent versions of the document will be posted on the Project SharePoint site and available to all project participants. This open access to project documents helps to ensure good communication among all project stakeholders.

Attached, please find the Sample Implementation Plan which will give an example of the documents that will be created during the planning stage of the project and the Gantt Chart which outlines the tasks and milestones involved in implementation project. An integral part of the Custom Project Plan is the project timeline and schedule which is developed using MS Project and will be displayed through the Project SharePoint site in a number of different formats. A custom version will be created during the planning stage of the project by the Project Teams.

Please refer to the attached Project Resource Roles section in the attached Sample Implementation Plan document which outlines the typical roles and responsibilities of both project teams during the implementation. Further discussion will occur during the planning stage of the project and the creation of the custom project plan to clearly identify all responsibilities.

4.36.1 PROJECT SCHEDULE DEVELOPMENT

The project schedule will be developed by the Project Managers in coordination with the Project Teams in order to meet your needs while keeping in mind Tyler's guidelines for implementation. Tyler recommends a phased implementation approach, staggering start and live dates for each phase of the project. Tyler also recommends starting the implementation with the Financials phase as the Chart of Accounts is the core to the entire system and converted financial data is critical to the rest of the system.

Proposed Live dates will be targets, but should not place unnecessary constraints on the project. The timeline provided assumes that the product will be used as-is, without any required go-live customizations. It is recommended that no more than two phases are significantly in process at a time.

4.36.2 PROPOSED PROJECT SCHEDULE

Taking into account Tyler's Preferred Project Phasing, our current understanding of your needs, and the included investment summary a project schedule may look as follows. We can meet the start and go-live dates requested within the RFP document. Below is a graphical representation of this schedule. Further discussion between the Project Managers is necessary to determine resource availability, limits and constraints prior to developing the actual project schedule. Tyler is open to discussing the project schedule in more detail, and working out a mutually agreed upon plan that takes into account all project risks and requests.

4.36.3 PROJECT PHASES

Proprietary and Confidential – Subject to Restrictions on Disclosure

4.36.4 GANTT CHART

Please reference the following pages.

4.37 PROJECT STAFFING PLAN

Tyler groups all project resources by the role that they will perform during the implementation project. Information on the roles and responsibilities of the project teams are included in the attached Project Resource Roles document.

4.37.1 CITY PROJECT TEAM REQUIREMENTS

Tyler makes no assumptions about the skills, prior experience, and competencies of your project team beyond what is required to do their current job. Tyler's staff will lead all project activities and will provide instruction and training to your resources on the tasks and activities that are required of them throughout the project. It is assumed that you will provide a project team with the recommended roles and that all resources will be able to attend implementation activities throughout the project.

4.37.2 PROJECT STAFFING LEVELS

The amount of time each resource will actually spend working on the project will vary greatly, but the below chart shows the average percent of their time each resource will spend during each of the project phases. Within each phase time will vary from one stage of the project to another (e.g. Functional Leads are more involved in the early analysis and planning while as Power Users are more involved later in the project).

Tyler believes in the value of working directly with our clients and the benefits face to face interaction have on project activities and training. Tyler's standard approach is to conduct 80% or more of implementation activities on-site at your facilities. Not all Tyler project team resources work on-site due to the nature of their role within the project. Tyler's Implementation Consultants work direct at your offices, while other resources such as Form Designers and Conversion Programmers will conduct their work remotely.

- Ongoing services

4.38 ON GOING SERVICES

Tyler conducts complete training during our implementation, however we know that ongoing training is important for you in order to learn about and implement future functionality, train new users, and refresh the knowledge of existing users. Tyler's implementation department can be contracted to provide additional training at any time. This is often done by clients who are upgrading to a new version of the software who would like assistance in adopting new features and processes.

Tyler offers a number of additional tools and services designed to assist you to maintain resource knowledge and train new users. Technical Support provides the opportunity to get specific questions answered and to understand the impact of changes on the system. Tyler provides documentation on all aspects of the software including: technical installation guides, how to documents, release notes for new versions of the system, and process documentation. Tyler U offers introductory level training on many processes and subject matters. Tyler offers on-line courses throughout the year that cover a variety of topics, from year end close procedures to charge code set-up. Tyler also offers a variety of ways for our clients to interact and collaborate including Tyler Community, State User Groups and an Annual User Conference.

4.38.1 ONLINE EDUCATION CLASSES

At Tyler Technologies, we know high-quality training means a satisfied client. We are committed to offering a variety of training and continuing education opportunities to meet your needs.

From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens. All classes are taught live by Munis staff via GoToMeeting, from one hour to half-day sessions and never two at a time. Live webinars are recorded and archived, and are available to view for up to one year.

Some of the classes offered include Payroll W2/1099-R Processing, Affordable Care Act, Accounts Payable 1099 Processing, Fiscal Year End Preparation, Accrual Year End Preparation, Fiscal Year End Processing, Munis 101, Munis Upgrade 101, TRS Reporting, Munis Cubes, Budget Processing, Salary and Benefits Projections, Reconciliation, Purchase Card Statements, and Managing Applications. New topics are added based on client feedback.

Section 5 REQUIRED DOCUMENTS/APPENDICES

Under this section, Vendors shall complete and submit Appendices A thru I. Please note that Appendices A & B do not need to be submitted in hard copy format – they are only required to be submitted in electronic format on a flash drive along with the proposal response.

Appendices A thru I are provided as part of this RFP. Vendor will supply appendices J through L.

5.1 FUNCTIONAL REQUIREMENTS – APPENDIX A

NOTES AND ASSUMPTIONS

Tyler Reporting Services

Wherever Tyler Technologies, Inc. has responded affirmatively to certain functional checklist questions/requirements/specifications as requiring the use of Tyler Reporting Services, (SSRS), the City is solely responsible for development of the necessary/required report(s), unless specifically indicated otherwise.

Interfaces / Customizations

Interface requirements agreed to by Tyler within this response will depend on the customer maintaining an active support agreement with the identified third party system as well as a current version actively supported by the manufacturer/developer of the product installed.

Custom Modifications

Custom modifications, if quoted with a specific dollar value, are priced based upon the total proposed software package and the requirements set forth in the RFP. To the extent system components and/or requirements change, pricing for custom modifications may also change. If a custom modification is identified without a price, that identification is provided as an alert that the functionality is not available “out of the box,” and additional information is required from the customer before Tyler can price the modification. During the contract negotiation process, Tyler expects to work with the customer to identify the custom modifications that will be considered within the project scope, and to finalize the associated price. Those modifications will be delivered during the project on the schedule the parties mutually agree to during the contracting and/or project planning process(es). Any custom modifications that the customer requests post-contracting will be subject to an amendment or change order, which will address at least the pricing and schedule impacts of adding the subject modification to the original project scope and schedule.

Future Functionality

Future Functionality, when and if provided, will be released on the same timeline as the functionality is made generally available to customers under a maintenance agreement with Tyler. If a customer requires that such functionality be committed to within the contract, the functionality will be treated as a custom modification, payable by the customer.

Per the RFP instructions, please reference Appendix A / Functional Requirements provided electronically.

5.2 COST WORKSHEET – APPENDIX B

Costs for the Vendor’s proposed solution should be submitted on the proposal Cost Worksheets appended to this RFP. As mentioned earlier, the City is open to an on premise, hosed or SaaS technical model.

If multiple solution options are proposed, please include a separate Cost Worksheet for each hosting/licensing model.

Vendors should provide a not-to-exceed pricing based on the functionality and scope of work described under Part II of this RFP.

To the extent possible, Vendors shall provide price information by module, including services. If this is not always possible, then the bundled pricing should at least be broken out by the separate components as listed under Part II of this RFP.

In the event the product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect.

In the event the product or service is not being included in the proposal, the item should be noted as “not included”.

If software license fees are being proposed, Vendor should explain all factors that could affect license fees and make clear what type of licenses is offered for each price (named user, concurrent user, installed copies, site licenses, etc.)

5.2.1 COST WORKSHEET APPENDIX B – SELF HOSTED

Per the RFP instructions, please reference Appendix B / Cost Worksheet – Self Hosted provided electronically.

5.2.2 COST WORKSHEET APPENDIX B – SAAS

Per the RFP instructions, please reference Appendix B / Cost Worksheet – SaaS provided electronically.

5.2.3 TYLER INVESTMENT SUMMARY – SELF HOSTED

Please reference the following pages.



Quoted By: Jennifer Wahlbrink
Date: 8/9/2017
Quote Expiration: 10/11/2017
Quote Name: City of Garden Grove-ERP-Munis
Quote Number: 2017-33148
Quote Description: 8-9-17 v.1

Sales Quotation For
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840-5208
Phone 7147415100

| SaaS | | | One Time Fees | | |
|---------------|---------|-------------|---------------|------------|-----------------|
| Description | # Years | Annual Fee | Impl. Hours | Impl. Cost | Data Conversion |
| Productivity: | | | | | |
| TOTAL: | | \$15,000.00 | 0 | \$0.00 | \$0.00 |

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

Financials:

| | |
|--|--|
| | |
| | |
| | |

Tyler Software and Related Services

[illegible]

Tyler Software and Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|-------------|---------|-------------|------------|-----------------|--------------|----------------------|
|-------------|---------|-------------|------------|-----------------|--------------|----------------------|

TOTAL: \$1,037,959.00

2888

\$505,400.00

\$98,200.00

\$1,641,559.00

\$60,000.00

Other Services

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|-------------|----------|------------|---------------|----------------|
|-------------|----------|------------|---------------|----------------|

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TOTAL:

\$684,750.00

3rd Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|-------------|----------|------------|---------------|-------------|------------------|---------------------------|----------------------------|
|-------------|----------|------------|---------------|-------------|------------------|---------------------------|----------------------------|

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

3rd Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|-------------|----------|------------|---------------|-------------|------------------|---------------------------|----------------------------|
|-------------|----------|------------|---------------|-------------|------------------|---------------------------|----------------------------|

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

TOTAL:

\$3,952.00

\$0.00

Summary

One Time Fees

Recurring Fees

| | | |
|---|-----------------------|--------------------|
| Total SaaS | \$0.00 | \$15,000.00 |
| Total Tyler Software | \$1,037,959.00 | \$60,000.00 |
| Total Tyler Services | \$1,288,350.00 | \$0.00 |
| Total 3rd Party Hardware, Software and Services | \$3,952.00 | \$0.00 |
| Summary Total | \$2,330,261.00 | \$75,000.00 |
| Contract Total | \$2,405,261.00 | |
| (Excluding Estimated Travel Expenses) | | |
| Estimated Travel Expenses | \$304,500.00 | |

Detailed Breakdown of Conversions (included in Contract Total)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Detailed Breakdown of Conversions (included in Contract Total)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |
| TOTAL: | | | \$98,200.00 |

Optional Tyler Software & Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|-------------|--------------|-------------|--------------|-----------------|--------------|----------------------|
| | | | | | | |
| TOTAL: | \$126,550.00 | 704 | \$123,200.00 | \$50,000.00 | \$299,750.00 | \$34,104.00 |

Optional Other Services

| Description | Quantity | Unit Price | Discount | Extended Price |
|-------------|----------|------------|----------|----------------|
| | | | | |
| | | | | |
| | | | | |
| TOTAL: | | | | \$293,325.00 |

Optional Conversion Details (Prices Reflected Above)

| Description | | Unit Price | Unit Discount | Extended Price |
|-------------|--|------------|---------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| TOTAL: | | | | \$50,000.00 |

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

Tyler Discount Detail

Revenue:

Tyler Discount Detail

| Description | | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|-------------|--|----------------|------------------|----------------|-------------------|-------------------------|--------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL: | | \$1,153,290.00 | \$115,331.00 | \$1,037,959.00 | \$269,526.00 | \$209,526.00 | \$60,000.00 |

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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.

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.

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.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Comments

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

PACE - 15: Includes 15 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

5.2.4 TYLER INVESTMENT SUMMARY – SAAS

Please reference the following pages.



Quoted By: Jennifer Wahlbrink
Date: 8/9/2017
Quote Expiration: 10/11/2017
Quote Name: City of Garden Grove-ERP-Munis
Quote Number: 2017-33148-2
Quote Description: 8-9-17-17 v.1 5yr SaaS

Sales Quotation For
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840-5208
Phone 7147415100

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

Financial:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SaaS

| SaaS | | One Time Fees | | | |
|-------------|---------|---------------|-------------|--------------|-----------------|
| Description | # Years | Annual Fee | Impl. Hours | Impl. Cost | Data Conversion |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | \$646,277.00 | 2888 | \$505,400.00 | \$98,200.00 |

Other Services

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|-------------|----------|------------|---------------|----------------|
| | | | | |
| | | | | |
| | | | | |

Other Services

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|-------------|----------|------------|---------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL: | | | | \$676,750.00 |

3rd Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|-------------|----------|------------|---------------|-------------|------------------|---------------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL: | | | | \$3,952.00 | | | \$0.00 |

Summary

| | One Time Fees | Recurring Fees |
|----------------------|----------------|----------------|
| Total SaaS | \$0.00 | \$646,277.00 |
| Total Tyler Software | \$0.00 | \$0.00 |
| Total Tyler Services | \$1,280,350.00 | \$0.00 |

| Summary | One Time Fees | Recurring Fees |
|---|----------------|----------------|
| Total 3rd Party Hardware, Software and Services | \$3,952.00 | \$0.00 |
| Summary Total | \$1,284,302.00 | \$646,277.00 |
| Contract Total (Excluding Estimated Travel Expenses) | \$4,515,687.00 | |
| Estimated Travel Expenses | \$304,500.00 | |

Detailed Breakdown of Conversions (included in Contract Total)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Detailed Breakdown of Conversions (included in Contract Total)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |
| TOTAL: | | | \$98,200.00 |

Optional SaaS

| | | | One Time Fees | | |
|-------------|---------|-------------|---------------|--------------|-----------------|
| Description | # Years | Annual Fee | Impl. Hours | Impl. Cost | Data Conversion |
| | | | | | |
| TOTAL: | | \$72,301.00 | 704 | \$123,200.00 | \$20,000.00 |

Optional Tyler Software & Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|-------------|---------|-------------|------------|-----------------|--------------|----------------------|
| | | | | | | |
| TOTAL: | | \$0.00 | 0 | \$0.00 | \$30,000.00 | \$11,325.00 |

Optional Other Services

| Description | Quantity | Unit Price | Discount | Extended Price |
|-------------|----------|------------|----------|----------------|
| | | | | |
| TOTAL: | | | | \$291,825.00 |

Optional Conversion Details (Prices Reflected Above)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |

Optional Conversion Details (Prices Reflected Above)

| Description | Unit Price | Unit Discount | Extended Price |
|-------------|------------|---------------|----------------|
| | | | |
| TOTAL: | | | \$50,000.00 |

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

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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.

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.

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.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Comments

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 100 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.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

PACE - 15: Includes 15 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

5.4 PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE – APPENDIX C

The Vendor must certify that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The Vendor must agree that the City will not be responsible for any errors or omissions in these RFP Documents.

Please reference Appendix C provided on the following pages.

Appendix C

CITY OF GARDEN GROVE PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

Tyler Technologies, Inc.

SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide ERP Solution and Related Implementation Services, we the undersigned hereby declare that we have carefully read and examined the RFP documents including the Scope of Work, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY

prior to the commencement of work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

1, 2, 3, 4, 5, 6, 7, 8, 9,10

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

| | | |
|--------------|---------------------|------------------------|
| Abigail Diaz | Chief Legal Officer | 800-772-2260 ext. 4289 |
| (Name) | (Title) | (Phone) |

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents. * Subject to the exceptions in Tyler's Proposal.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: Abigail Diaz
(Signature)

| | |
|----------------------|---------------------|
| Abigail Diaz | Chief Legal Officer |
| (Type or Print Name) | (Title) |

abigail.diaz@tylertech.com
(Email Address)

5.5 BIDDER/CONTRACTOR STATEMENT REGARDING INSURANCE – APPENDIX D

The Vendor must certify that it can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the City and its other agencies as additional insureds as per the agreement for the work specified and it will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please reference Appendix D provided on the following pages.

Appendix D

Bidder/Contractor Statement Regarding Insurance

Insurance requirements.

- 1.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 1.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 1.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$10,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the

agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 1.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

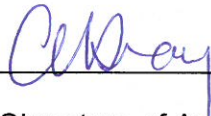
BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in Appendix D.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the City as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified. * Subject to the exceptions in

Tyler Technologies, Inc.

Tyler's
Proposal

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Abigail Diaz, Chief Legal Officer

Please Print (Name & Title of Authorized Representative)

August 14, 2017

800-772-2260

abigail.diaz@tylertech.com

Date

Phone Number

Email

| |
|---|
| Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org . This is the |
|---|

preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

5.7 COMPANY PROFILE – APPENDIX E

Under this section, Vendors shall complete the Company Profile Questionnaire referred to in Appendix C of this RFP. If subcontractors are being proposed, please complete a Company Profile Questionnaire for each subcontractor as well.

The Questionnaire includes the following information:

Please reference the Company Profile provided on the following pages.

APPENDIX E – COMPANY PROFILE

Each vendor shall complete the “Appendix E - Company Profile” template. If multiple firms or sub-contractors are being proposed, please complete a questionnaire for each firm / sub-contractor company as well.

| Question | Answer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-----------|-----------|-----------|-------|-------------|---------------|-----------------|-----------|-----------------------|---------|-----------------|----------|--------|--------|--------|------------------|----------|-----------|-----------|---------|------------------|---------|-----------|-----------|-----------|------------|----------|----------|-----------|-----------|--------------------------------|----------|----------|----------|--------|
| Organization name and corporate location. | Tyler Technologies, Inc. Plano, TX | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Role in proposed project. | To provide an Enterprise Resource Planning System and related Implementation Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| What is your organization’s primary business? | Integraed Software and Technology Services for Public Sector | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Is your organization a subsidiary to a larger parent company? If so, whom? and for how long? | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| If your response to the above question is yes, then how long has your parent company been providing similar software solutions? How long does your parent company plan to support the software being proposed and if your parent company guarantees the supporting and maintaining of the proposed software solution? | Not applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Length of time your organization (not parent) has been in business providing this software solution? | Tyler's Munis solution has been providing products, services and support to the government marketplace since 1982. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Organization Ownership / Legal Form (For Corporation – State of Incorporation) | Corporation, Incorporated in Delaware. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of employees: | <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%; text-align: center;">U.S.</th><th style="width: 50%; text-align: center;">Worldwide</th></tr> </thead> <tbody> <tr> <td>Total</td><td>3,972</td></tr> <tr> <td>Development</td><td>732</td></tr> <tr> <td>Product Support</td><td>733</td></tr> <tr> <td>Professional Services</td><td>1,229</td></tr> </tbody> </table> | U.S. | Worldwide | Total | 3,972 | Development | 732 | Product Support | 733 | Professional Services | 1,229 | | | | | | | | | | | | | | | | | | | | | | | | | |
| U.S. | Worldwide | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 3,972 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Development | 732 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Product Support | 733 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Professional Services | 1,229 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office locations U.S. | Please see Tyler's Office Locations provided below. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Financial Strength Summary: | <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 25%;"></th><th style="width: 12.5%; text-align: center;">2013</th><th style="width: 12.5%; text-align: center;">2014</th><th style="width: 12.5%; text-align: center;">2015</th><th style="width: 12.5%; text-align: center;">2016</th></tr> </thead> <tbody> <tr> <td>Total Revenue</td><td>\$416.6 M</td><td>\$493.1 M</td><td>\$591 M</td><td>\$756 M</td></tr> <tr> <td>License Revenue</td><td>\$40.8 M</td><td>\$49 M</td><td>\$59 M</td><td>\$74 M</td></tr> <tr> <td>Services Revenue</td><td>\$93.2 M</td><td>\$113.8 M</td><td>\$139.8 M</td><td>\$174 M</td></tr> <tr> <td>Maintenance Rev.</td><td>\$191 M</td><td>\$212.6 M</td><td>\$245.5 M</td><td>\$322.9 M</td></tr> <tr> <td>Net Profit</td><td>\$39.1 M</td><td>\$58.9 M</td><td>\$ 64.8 M</td><td>\$109.8 M</td></tr> <tr> <td>Proposed Solution R&D Spending</td><td>\$23.2 M</td><td>\$25.7 M</td><td>\$29.9 M</td><td>\$43 M</td></tr> </tbody> </table> | | 2013 | 2014 | 2015 | 2016 | Total Revenue | \$416.6 M | \$493.1 M | \$591 M | \$756 M | License Revenue | \$40.8 M | \$49 M | \$59 M | \$74 M | Services Revenue | \$93.2 M | \$113.8 M | \$139.8 M | \$174 M | Maintenance Rev. | \$191 M | \$212.6 M | \$245.5 M | \$322.9 M | Net Profit | \$39.1 M | \$58.9 M | \$ 64.8 M | \$109.8 M | Proposed Solution R&D Spending | \$23.2 M | \$25.7 M | \$29.9 M | \$43 M |
| | 2013 | 2014 | 2015 | 2016 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Revenue | \$416.6 M | \$493.1 M | \$591 M | \$756 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| License Revenue | \$40.8 M | \$49 M | \$59 M | \$74 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services Revenue | \$93.2 M | \$113.8 M | \$139.8 M | \$174 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maintenance Rev. | \$191 M | \$212.6 M | \$245.5 M | \$322.9 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net Profit | \$39.1 M | \$58.9 M | \$ 64.8 M | \$109.8 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Proposed Solution R&D Spending | \$23.2 M | \$25.7 M | \$29.9 M | \$43 M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|--|-----------------|-----------|
| Number of licenses installed | U.S. | Worldwide |
| | 15,000 | 15,000 |
| Number of installations for proposed version | U.S. | Worldwide |
| | See chart below | |

TYLER OFFICE LOCATIONS

Arizona
 Colorado
 Georgia
 Illinois
 Iowa
 Maine
 Massachusetts
 Michigan
 Missouri
 Montana
 New Hampshire
 New York
 Ohio
 Ontario
 South Dakota
 Texas
 Washington
 Wisconsin

NUMBER OF INSTALLATIONS FOR PROPOSED VERSION

| Munis Release | Release Type | Early Adoption (EA) | General Availability (GA) | Next Release Planning (NRP) | Last W-2 / 1099 Year End | Product Retired (PR) | Customers Live as of July 15, 2017 |
|---------------|--------------|---------------------|---------------------------|-----------------------------|--------------------------|----------------------|------------------------------------|
| 2019.3 V12 | Contract | NA | NA | Sep 2020 | 2020 | Apr 2021 | Not Available |
| 2019.1 V12 | Feature | Feb 2019 | Apr 2019 | Apr 2021 | 2021 | Apr 2022 | Not Available |
| 2018.3 V12 | Contract | NA | NA | Sep 2019 | 2019 | Apr 2020 | Not Available |
| 2018.1 V12 | Feature | Feb 2018 | Apr 2018 | Apr 2020 | 2020 | Apr 2021 | Not Available |
| 2017.3 V12 | Contract | NA | NA | Sep 2018 | 2018 | Apr 2019 | Not Available |
| 2017.1 V12 | Technology | Feb 2017 | Jul 2017 | Apr 2019 | 2019 | Apr 2020 | 6 |
| 11.3 | Final | NA | Jun 2017 | Apr 2019 | 2021 | Apr 2022 | 45 |
| 11.2.5 | Contract | NA | NA | Sep 2017 | 2017 | Apr 2018 | 10 |
| 11.2 | Feature | Feb 2016 | Apr 2016 | Apr 2018 | 2018 | Apr 2019 | 677 |
| 11.1.5 | Contract | NA | NA | Sep 2016 | 2016 | Apr 2017 | 7 |
| 11.1 | Feature | Feb 2015 | May 2015 | Apr 2017 | 2017 | Apr 2018 | 207 |
| 10.5 | Final | Feb 2014 | Apr 2014 | Sep 2017 | 2017 | Apr 2018 | 584 |

- Name, address, telephone and fax numbers, Federal Employer I.D. Number

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
800-772-2260
207-781-2981 (Fax)
75-2303920

- Number of years of experience your company has had in providing related, or equivalent services

Tyler Technologies was founded in 1966. Tyler Technologies' Munis Solution has been providing products, service, and support exclusively to the government market place since 1982.

- A list of all individuals who will be working on this project, indicating level/title, experience, and responsibility

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Tyler managed employees implement all of our projects rather than the need of a third party implementer or integrator. 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.

- The names of California cities your company has worked with and what modules these California cities purchased

- The names of the California cities and the areas of the consulting project the consultant(s) who will be assigned to Garden Grove's contract have experience with/in

Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources. Upon contract execution, Tyler will provide the requested information.

- The top three ERP systems by name your company has the most experience with

Munis is the proposed solution and the only solution the Tyler ERP team implements.

5.8 RESUMES OF KEY PERSONNEL – APPENDIX F

The City, in its assessment of the proposal, will place considerable emphasis on the commitment by the vendors to provide qualified personnel for the execution of the contract. The proposal format should be as follows:

- Name and Role on Project
- Previous Project Assignments
- Years of Experience
- Education (including Degrees and Specialization)
- Other Experience Relevant to the Proposed Project

Vendors shall complete the Resume of Key Personnel using the form provided. Please only include experience that is relevant to this project.

Tyler actively seeks the best talent to help us develop, implement and support our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused into dedicated departments. Our product expertise is strengthened by the fact that many of our employees have years of experience working at public sector agencies prior to joining Tyler. These professionals bring a unique perspective to Tyler’s mission because they truly understand what our clients need to operate at their best. We recognize that our ability to hire the best candidates ultimately impacts our clients. We hire exceptional people who become part of the project team for the duration of the project.

Upon award of contract, Tyler Technologies assigns a Project Manager and quality project team to ensure your implementation success. 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 make arrangements for resources to be allocated to your project. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

| | |
|--------------------|---|
| Name | Scott |
| Title | Implementation Director – West Coast Region |
| Education | Colby College |
| Home Office | Phoenix, AZ |
| Tenure | 17 Years |

| | | |
|--|--|--|
| Previous Experience | Software Developer – ERP – 3 years | |
| Qualifications & Technical Skills | Responsible for all Projects in the West Coast Region. Project Manager for more than 300 Munis Projects. Proficient in MS Office, MS Project, MS SharePoint, Visio. Certified Change Management Professional. Project Management Professional (PMP)® | |
| Reference Projects | <i>Spring Branch ISD, TX</i> <i>Hillsboro, OR</i> <i>Vista, CA</i> | <i>Southlake, TX</i> <i>Ysleta ISD, TX</i> <i>Delta Diablo Sanitation District, CA</i> |

| | | |
|--|---|---|
| Name | Bobby | |
| Title | Implementation Manager | |
| Education | Northern Arizona University | |
| Home Office | Austin, TX | |
| Tenure | 14+ Years | |
| Previous Experience | Agent – American Airlines – 2 years | |
| Qualifications & Technical Skills | Project Manager for more than 75 Munis Projects. Implementer for more than 20 Munis Projects. Project Management Professional (PMP)® Proficient in MS Office, MS Project, MS SharePoint, SQL, Visio. | |
| Reference Projects | <i>Round Rock ISD, TX</i> <i>Allen, TX</i> <i>Gillette, WY</i> | <i>Tulsa Public Schools, OK</i> <i>Culver City, CA</i> <i>Leander ISD, TX</i> |

| | |
|--------------------|------------------------|
| Name | Maxwell |
| Title | Project Manager |
| Education | Salem State University |
| Home Office | Phoenix, AZ |

| | | |
|--|---|--|
| Tenure | 12+ Years | |
| Previous Experience | Consultant – ERP Software – 5 years | |
| Qualifications & Technical Skills | Project Manager for more than 50 Munis Projects. Implementer for more than 35 Munis Projects. Certified Change Management Facilitator. Project Management Professional (PMP)® Proficient in MS Office, MS Project, MS SharePoint, SQL, Crystal Reporting. | |
| Reference Projects | <i>Boulder, CO</i> <i>Longmont, CO</i> <i>McLennan County, TX</i> | <i>Victorville, CA</i> <i>Tualatin Valley Fire and Rescue, OR</i> <i>South Correctional Entity, WA</i> |

| | | |
|--|---|---|
| Name | Carol | |
| Title | Project Manager | |
| Education | Arizona State University | |
| Home Office | Tempe, AZ | |
| Tenure | 3+ Years | |
| Previous Experience | Assistant Controller – rSmart – 3 years | |
| Qualifications & Technical Skills | Project Manager for more than 5 Munis Projects. Implementer for more than 10 Munis Projects. Organizational Consulting Experience. Proficient in MS Office, MS Project, MS SharePoint, SQL, XML. | |
| Reference Projects | <i>Tracy, CA</i> <i>Issaquah, WA</i> <i>Benton County, OR</i> | <i>Pasadena, CA</i> <i>El Paso County, TX</i> <i>Bonita USD, CA</i> |

| | |
|------------------|---------------------------|
| Name | Ian |
| Title | Implementation Consultant |
| Education | University of California |

| | | |
|--|---|---|
| Home Office | Phoenix, AZ | |
| Tenure | 2+ Years | |
| Previous Experience | Assistant Finance Director – City of Ukiah, CA – 3 year | |
| Qualifications & Technical Skills | Implementer for more than 10 Munis Projects. Proficient in MS Office, MS Project, MS SharePoint. | |
| Reference Projects | <i>Allen, TX</i> <i>Bend, OR</i> <i>Brenton County, CA</i> | <i>Boulder, CO</i> <i>Missouri City, TX</i> <i>Lodi, CA</i> |

| | | |
|--|---|--|
| Name | Maria | |
| Title | Implementation Consultant | |
| Education | Ursuline College | |
| Home Office | Phoenix, AZ | |
| Tenure | 4+ Years | |
| Previous Experience | Accountant – Viadux – 3 years | |
| Qualifications & Technical Skills | Implementer for more than 15 Munis Projects. Proficient in MS Office, MS Project, MS SharePoint, SQL, XML. | |
| Reference Projects | <i>Pasadena, CA</i> <i>Eddy County, NM</i> <i>Mission Viejo, CA</i> | <i>Seguin ISD, TX</i> <i>Otero County, NM</i> <i>Socorro ISD, TX</i> |

| | |
|--------------------|-------------------------------|
| Name | Richard |
| Title | Implementation Consultant |
| Education | Central Washington University |
| Home Office | Phoenix, AZ |
| Tenure | 11+ Years |

| | | |
|--|---|---|
| Previous Experience | Business Development Analyst – City of Seattle, WA – 2 years | |
| Qualifications & Technical Skills | Implementer for more than 50 Munis Projects. Business Process Consulting Experience. Organizational Consulting Experience. Proficient in MS Office, MS Project, MS SharePoint, SQL, XML. | |
| Reference Projects | <i>Midland, TX</i> <i>El Paso County, TX</i> <i>Round Rock ISD, TX</i> | <i>Watsonville, CA</i> <i>Mason County, WA</i> <i>Rowlett, TX</i> |

5.9 CLIENT REFERENCES – APPENDIX G

Please list detailed client references of at least three (3) clients or government agency clients that you have provided the same type of services to within the last five years, including contract dates, agency name, address, contact person's name, contact person's phone number and email address. Please make sure that the information provided for your references is current and accurate. References will not be considered if the information provided is inaccurate. Please Do Not Use the City of Garden Grove as a reference.

| REFERENCE #1 (REQUIRED) | |
|---|-----|
| <i>Project Name & Location</i> | |
| <i>Completion Date (Original and Actual. If different, please explain)</i> | |
| <i>Project Owners Name & Address</i> | |
| <i>Project Owner's Contact Person, Title, Telephone number, and email address</i> | |
| <i>Estimated Cost for Entire Project</i> | N/A |

| | |
|--|--|
| <p><i>Estimated Cost for Work Which Firm was/is Responsible</i></p> | |
| <p><i>Scope of Entire Project (Please give quantitative indications wherever possible)</i></p> | |

| REFERENCE #2 (REQUIRED) | |
|---|--|
| <i>Project Name & Location</i> | |
| <i>Completion Date</i> <i>(Original and Actual. If</i> <i>different, please explain</i> <i>cause</i> | |
| <i>Project Owners Name &</i> <i>Address</i> | |
| <i>Project Owner's Contact</i> <i>Person, Title, Telephone</i> <i>number, and email address</i> | |
| <i>Estimated Cost for Entire</i> <i>Project</i> | |
| <i>Estimated Cost for Work</i> <i>Which Firm was/is</i> <i>Responsible</i> | |
| <i>Scope of Entire Project</i> <i>(Please give quantitative</i> <i>indications wherever</i> <i>possible)</i> | |

| REFERENCE #3 | |
|---|--|
| | |
| <i>Completion Date</i> <i>(Original and Actual. If</i> <i>different, please explain</i> <i>cause</i> | |
| <i>Project Owners Name &</i> <i>Address</i> | |
| <i>Project Owner's Contact</i> <i>Person, Title, Telephone</i> <i>number, and email address</i> | |
| <i>Estimated Cost for Entire</i> <i>Project</i> | |
| <i>Estimated Cost for Work</i> <i>Which Firm was/is</i> <i>Responsible</i> | |
| <i>Scope of Entire Project</i> <i>(Please give quantitative</i> <i>indications wherever</i> <i>possible)</i> | |

| REFERENCE #4 (OPTIONAL) | |
|---|--|
| <i>Project Name & Location</i> | |
| <i>Completion Date (Original and Actual. If different, please explain cause)</i> | |
| <i>Project Owners Name & Address</i> | |
| <i>Project Owner's Contact Person, Title, Telephone number, and email address</i> | |
| <i>Estimated Cost for Entire Project</i> | |
| <i>Estimated Cost for Work Which Firm was/is Responsible</i> | |
| <i>Scope of Entire Project (Please give quantitative indications wherever possible)</i> | |

| REFERENCE #5 (OPTIONAL) | |
|---|--|
| <i>Project Name & Location</i> | |
| <i>Completion Date (Original and Actual. If different, please explain cause)</i> | |
| <i>Project Owners Name & Address</i> | |
| <i>Project Owner's Contact Person, Title, Telephone number, and email address</i> | |
| <i>Estimated Cost for Entire Project</i> | |
| <i>Estimated Cost for Work Which Firm was/is Responsible</i> | |
| <i>Scope of Entire Project (Please give quantitative indications wherever possible)</i> | |

5.10 COMPLETED W-9 FORM – APPENDIX H

Please reference Tyler’s W-9 provided on the following pages.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tyler Technologies, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

REMITTANCE ADDRESS>>>>Tyler Technologies, Inc. PO Box 203556 Dallas, TX 75320-3556<<<<<

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

or
Employer identification number
[7] [5] - [2] [3] [0] [3] [9] [2] [0]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Director of Revenue Date ▶ 01/01/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

5.11 KEY OUTSIDE CONSULTANTS – APPENDIX I

Vendors shall provide information regarding the utilization of Key Outside Consultants using the form provided. Please note that it is the responsibility of the prime contractor to ensure that the contract terms and conditions extend to its proposed outside consultants.

Not applicable. Tyler is not planning to use any subcontractors.

5.12 VENDOR’S STANDARD SOFTWARE LICENSE AGREEMENT—APPENDIX I

Vendors shall provide a copy of its Standard Software Licensing Agreement.

5.13 VENDOR’S STANDARD SUPPORT/MAINTENANCE AGREEMENT—APPENDIX J

Vendors shall provide a copy of its Standard Support/Maintenance Agreement

5.14 VENDOR’S PROFESSIONAL SERVICES AGREEMENT—APPENDIX K

Vendors shall provide a copy of its Standard Professional Services Agreement.

Please reference Tyler’s Sample Contracts provided on 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 on which your authorized representative signs 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 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

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.

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 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.
- **“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 Software”** means the third party software, if any, identified in the Investment Summary.
- **“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. 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.
- 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 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 annual beneficiary fee set forth in the Investment Summary. 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).

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. 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. 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). In the event of termination for cause, 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.
2. 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 effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

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 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 PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. 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, 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. Within ten (10) days of the Effective Date, we will secure a performance bond for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to 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
Attention: Associate General Counsel

Address for Notices:

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



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.

TO BE INSERTED



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 *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.

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.

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 your acceptance of the Business System Design document, 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.

2.3 *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 upon complete delivery of the service. 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 the project kick-off meeting.
- 2.6 *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. 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 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.
- 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.

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 *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 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:

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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.



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 (limited to the then-current version and the immediately prior version); 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 telephone 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 major and minor 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 our then-current 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 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

DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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

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

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

1. LICENSE TERMS

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

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - 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.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

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. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. 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 OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 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 OF SOFTWARE LTD. 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 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) 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 OF Software Ltd.

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 OF Software Ltd.'s prior written consent. OF Software Ltd. 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.** This Agreement shall be governed by the laws of the Province of Ontario. 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 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 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. 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 OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



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 Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are [INSERT].
- **"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 on which your authorized representative signs 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 products and services attached as Exhibit A.

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.

- **“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 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.
- **“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 Software”** means the third party software, if any, identified in the Investment Summary.
- **“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 Concurrent 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(8).
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 Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent 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 Concurrent 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.

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(8), 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. 16, Type 2. We have attained, and will maintain, Type II SSAE 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 SSAE-16 compliance report 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, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We 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.
- 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. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional 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. 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. 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. 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:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 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;
 - 8.4 make available to you all major and minor 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

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current 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.

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 **five (5)** 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.

2.5 Fees for Termination without Cause during Initial Term.² If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

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; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees

² **IF SERVICES HAVE BEEN PRICED SEPARATELY FROM SAAS FEES, THEN THE APPLICABLE PERCENTAGES ARE 25%, 15% AND 10%.**

for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will 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 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(2), 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 PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. 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, 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. 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: Associate General Counsel

Address for Notices:

[INSERT CLIENT NAME]
[INSERT]
[INSERT]
Attn:



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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



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 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.

2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.3 *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.³

2.4 *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 Business System Design document, 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.

2.5 *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.⁴

³ 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."

⁴ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

- 2.6 *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.
- 2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.8 *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. 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.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses 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.
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.⁵

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We

⁵ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

prefer to receive payments electronically. Our electronic payment information is:

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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.



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.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

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 maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle 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.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief |
|---------------------|-------------------|---|
| 100% | 98-99% | Remedial action will be taken. |
| 100% | 95-97% | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100% | <95% | 5% credit of fee for affected calendar quarter will be posted to next billing cycle |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



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. |
| 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
End User License Agreement⁶

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

⁶ INCLUDE ONLY WHERE TYLERFORMS ARE PART OF LICENSED MODULES.

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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

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

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

1. LICENSE TERMS

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

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
- 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.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

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. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. 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 OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 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 OF SOFTWARE LTD. 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 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) 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 OF Software Ltd.

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 OF Software Ltd.'s prior written consent. OF Software Ltd. 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.** This Agreement shall be governed by the laws of the Province of Ontario. 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 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 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. 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 OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



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

5.14.1 MASTER ESCROW AGREEMENT

Please reference the following pages.

EFFECTIVE DATE: Sept. 29, 2008

MASTER DEPOSIT ACCOUNT NUMBER: 34953

THREE-PARTY MASTER DEPOSITOR **ESCROW SERVICE AGREEMENT**

1. Introduction.

This Three-Party Master Depositor Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term "services" in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary ("License Agreement"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such

Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables, prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by Depositor, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material.
- (g) Iron Mountain will return the Deposit Material to Depositor upon termination of this Agreement. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within forty-five (45) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Iron Mountain shall not increase Service Fees by more than eight percent (8%) per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate reasonably acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any undisputed Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms (each a "Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor provides Iron Mountain with sixty (60) days' prior written notice of its intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. During this notice period, Iron Mountain's Service Fees shall be paid by the Paying Party. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within forty-five (45) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF

INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

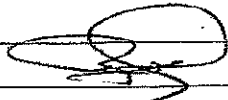
- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform Services.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be

unreasonably withheld or delayed, provided, however, Depositor may, without the prior written consent of Iron Mountain, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the Depositor's assets. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties. No assignment of this Agreement by Iron Mountain or any rights or obligation of Iron Mountain under this Agreement is permitted without the written consent of Depositor, which shall not be unreasonably withheld or delayed, provided, however, that Depositor's consent shall not be required for any assignment of this Agreement to an Iron Mountain subsidiary or other Iron Mountain entity.

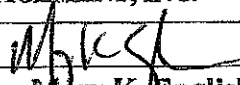
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties in dispute shall submit briefs of no more than ten (10) pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, with agreement by Iron Mountain not to be unreasonably withheld, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

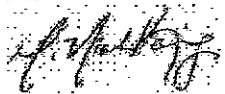
- (t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

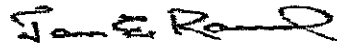
DEPOSITOR: TYLER TECHNOLOGIES, INC.

| | |
|---------------|---|
| SIGNATURE: |  |
| PRINT NAME: | Richard E. Peterson, Jr. |
| TITLE: | President - FMS Division |
| DATE: | September 25, 2008 |
| EMAIL ADDRESS | |

**IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.**

| | |
|----------------|--|
| SIGNATURE: |  |
| PRINT NAME: | Mary K. English |
| TITLE: | Director of Operations |
| DATE: | 9/29/08 |
| EMAIL ADDRESS: | ipmclientservices@ironmountain.com |

| |
|--|
| <p>Approved as to Operational Content: Iron Mountain Operations</p>  <p>I. Nicole King, Contracts Specialist Date: September 19, 2008</p> |
|--|

| |
|---|
| <p>Approved as to Form and Content: Iron Mountain Legal Department</p>  <p>James E. Raymond, Contracts Specialist Date: Sept. 8, 2008</p> |
|---|

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

| | |
|---------------------|-----------------------------|
| PRINT NAME: | Stacey M. Gerard |
| TITLE: | Contracts Manager |
| EMAIL ADDRESS | stacey.gerard@tylertech.com |
| STREET ADDRESS | 370 US Route 1 |
| PROVINCE/CITY/STATE | Falmouth, ME |
| POSTAL/ZIP CODE | 04105 |
| PHONE NUMBER | 800-772-2260 |
| FAX NUMBER | 207-781-2459 |

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

| | |
|---------------------|------------------------------|
| PRINT NAME: | Lisa Carpenter |
| TITLE: | Senior A/P Specialist |
| EMAIL ADDRESS | lisa.carpenter@tylertech.com |
| STREET ADDRESS | 370 US Route 1 |
| PROVINCE/CITY/STATE | Falmouth, ME |
| POSTAL/ZIP CODE | 04105 |
| PHONE NUMBER | 800-772-2260 |
| FAX NUMBER | 207-781-2459 |

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED
EXHIBIT A - Escrow Service Work Request - Deposit Account Number:
34953

| SERVICE Check box(es) to order service | SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement. | ONE- TIME FEES | ANNUAL FEES | PAYING PARTY Check to identify Paying Party |
|---|---|--|--------------------------|---|
| <input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee, including Escrow Management Center Access <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access | Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to any number of escrow deposit accounts under this Agreement and manage access rights associated with the account(s), where possible. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. | \$1,912.50 | \$1,000 \$700 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Additional Deposit Account | Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account. | | \$1,000 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Additional Beneficiary | Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement. | | \$700 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Deposit Tracking Notification | At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit. | N/A | \$375 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add File List Report | Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP. | \$2,500 | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Level 1 - Inventory and Analysis Test | Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. | \$5,000 or based on SOW if custom work required | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Level 2 - Deposit Compile Test | Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment. | Based on SOW | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Level 3 - Binary Comparison | Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment. | Based on SOW | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Level 4 - Full Usability | Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment. | Based on SOW | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Dual/Remote Vaulting | Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor. | N/A | \$500 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Release Deposit Material | Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement. | \$500 | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Custom Services | Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties. | \$175/hour | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Custom Contract Fee | Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts. | \$500 | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

*15% Setup Fee discount applies to the first year only.

EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: 34953

DEPOSIT NAME _____ AND DEPOSIT VERSION _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

| MEDIA TYPE | QUANTITY | MEDIA TYPE | QUANTITY |
|---------------------------------------|----------|---|----------|
| <input type="checkbox"/> CD-ROM / DVD | | <input type="checkbox"/> 3.5" Floppy Disk | |
| <input type="checkbox"/> DLT Tape | | <input type="checkbox"/> Documentation | |
| <input type="checkbox"/> DAT Tape | | <input type="checkbox"/> Hard Drive / CPU | |
| | | <input type="checkbox"/> Circuit Board | |

| | TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES) | # OF FILES | # OF FOLDERS |
|---|--|------------|--------------|
| <input type="checkbox"/> Internet File Transfer | | | |
| <input type="checkbox"/> Other (please describe below): | | | |
| | | | |

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

| | |
|---|---|
| <input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below. | <input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies. |
| NAME: | NAME: |
| DATE: | DATE: |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: 800-875-5669

Facsimile: 770-239-9201

| | |
|--|--|
| FOR IRON MOUNTAIN USE ONLY (NOTED DISCREPANCIES ONLY VISUAL INSPECTION) | |
| | |
| | |

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 34953

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.** Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor's failure to cure a material breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
 - (ii) Joint written instructions from Depositor and Beneficiary; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to that particular Beneficiary only. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement.** This Agreement will terminate upon the release of Deposit Material held by Iron Mountain with regards to that particular Beneficiary only.
6. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34953

Auxiliary Account Number _____

_____, ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

| | |
|---------------|--|
| SIGNATURE: | |
| PRINT NAME: | |
| TITLE: | |
| DATE: | |
| EMAIL ADDRESS | |

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

| | |
|----------------|--|
| SIGNATURE: | |
| PRINT NAME: | |
| TITLE: | |
| DATE: | |
| EMAIL ADDRESS: | ipmclientservices@ironmountain.com |

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

| | |
|----------------------------|--|
| PRINT NAME: | |
| TITLE: | |
| EMAIL ADDRESS | |
| STREET ADDRESS | |
| PROVINCE/CITY/STATE | |
| POSTAL/ZIP CODE | |
| PHONE NUMBER | |
| FAX NUMBER | |
| PURCHASE ORDER # | |

DEPOSITOR

| | |
|----------------------|--|
| SIGNATURE: | |
| PRINT NAME: | |
| TITLE: | |
| DATE: | |
| EMAIL ADDRESS | |

BENEFICIARY

| | |
|-----------------------|--|
| SIGNATURE: | |
| PRINT NAME: | |
| TITLE: | |
| DATE: | |
| EMAIL ADDRESS: | |

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

| | |
|-----------------------|---|
| SIGNATURE: | |
| PRINT NAME: | |
| TITLE: | |
| DATE: | |
| EMAIL ADDRESS: | <u>ipmclientservices@ironmountain.com</u> |

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, Beneficiaries may exercise their right to perform verification Services. This is a Service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of Deposit Materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the Deposit Material requirements and to quote Fees associated with verification Services, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the Beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

| | |
|-------------------------|--|
| COMPANY: | |
| SIGNATURE: | |
| PRINT NAME: | |
| ADDRESS 1: | |
| ADDRESS 2: | |
| CITY, STATE, ZIP | |
| TELEPHONE: | |
| EMAIL ADDRESS: | |

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at <mailto:verification@ironmountain.com>

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that _____ is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective _____, 20____ with IMIPM as the escrow agent and _____ as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

| SERVICE Check box(es) to order service | SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement. | ONE- TIME FEES | ANNUAL FEES | PAYING PARTY Check box to identify the Paying Party |
|--|--|--|----------------|--|
| <input checked="" type="checkbox"/> Add Additional Beneficiary | Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement | | \$1500 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Additional Deposit Account | Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account. | | \$1,000 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> File List Test | Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by FTP. | \$2,500 | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Level 1 - Inventory and Analysis Test | Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third- party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. | \$5,000 or based on SOW if custom work required | N/A | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Add Deposit Tracking Notification | At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit. | N/A | \$375 | <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary |
| <input type="checkbox"/> Custom Contract Fee | Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts. | \$750 | N/A | <input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary |

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Deposit Account Number

Notices and communications to Preferred
Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Contact: _____

Telephone: _____

Facsimile:_____

E-mail: _____

P.O.#, if required:_____

Preferred Beneficiary

Depositor

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

IMIPM

By: _____

Name:_____

Title: _____

Date: _____

5.14.2 CERTIFICATE OF INSURANCE

Please reference the following pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110 | CONTACT NAME: Moira Crosby PHONE (A/C, No. Ext): E-MAIL ADDRESS: mcrosby@hayscompanies.com FAX (A/C, No): | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|---|-------|---------------------------------------|-------|------------|--|------------|--|------------|--|
| INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024 | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C Lloyds of London Syndicates</td><td>37090</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Hartford Fire Insurance Company | 19682 | INSURER B Hartford Casualty Insurance Company | 29424 | INSURER C Lloyds of London Syndicates | 37090 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A Hartford Fire Insurance Company | 19682 | | | | | | | | | | | | | | |
| INSURER B Hartford Casualty Insurance Company | 29424 | | | | | | | | | | | | | | |
| INSURER C Lloyds of London Syndicates | 37090 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 4.1.17-11.17.17 GL, Auto,**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------------------|----------|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 08 UUN AY8572 | 4/1/2017 | 4/1/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 08 UUN AY8572 | 4/1/2017 | 4/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | 08 XHU AY8122 | 4/1/2017 | 4/1/2018 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 08 WE EL5271 | 4/1/2017 | 4/1/2018 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Cyber/Privacy Prof Liab | | | B0621PTYLE000216 | 11/17/2016 | 11/17/2017 | Occurrence Limit \$20,000,000 |
| C | Cyber/Privacy Prof Liab | | | B0621PTYLE000216 | 11/17/2016 | 11/17/2017 | Aggregate Limit \$20,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

© 1988-2014 ACORD CORPORATION. All rights reserved.

5.15 EXCEPTIONS

Garden Grove, California

Request for Proposals for ERP Solution and Related Implementation Services

RFP NO. S-1225

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 recognizes that there may be clauses of particular importance to the Client that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract.

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 retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

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.

- 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. Tyler reserves the right to discuss whether higher limits available under Tyler's policies will become a requirement in a contract resulting from this procurement.

- We agree to comply with applicable laws and mutually agreed to customer protocols. We reserve the right to discuss in good faith which laws you consider applicable, and to identify those in the contract.
- We do not agree to work for hire provisions. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- 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.
- Unless expressly indicated otherwise, the fees we have quoted do not include any taxes. Tyler does not agree to Most Favored Nation pricing.
- Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources. Tyler retains discretion to make all Tyler personnel assignments. Tyler will use commercially reasonable efforts to not remove Tyler personnel providing ongoing services from the Client's implementation.
- Tyler reserves the right to discuss frequency of required project status reports.
- Tyler's Proposal includes a sample project plan. Tyler will deliver the actual project plan upon obtaining further information from the Client.
- Tyler is willing to negotiate a mutually agreeable acceptance process based on warranted functionality.

- Tyler will provide such system and functionality documentation as Tyler makes generally available to clients using the proposed software. Access to some documentation may only be electronic and/or may require execution of a Tyler-provided non-disclosure agreement.
- Tyler shall defend, indemnify and hold harmless the Client from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to Tyler's performance under the contract. The Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- Tyler's proposal is based on the information in the RFP. Tyler reserves the right to adjust its proposal in the event there are errors in the RFP.
- Tyler's standard payment terms are set forth in the Invoicing and Payment Policy (Exhibit B) to the standard Tyler contract. Payment is due within forty-five days of invoicing.
- A performance bond, if required, will have an associated cost based upon the total bond amount. The final bond cost may be subject to change based upon changes in project scope. Tyler may only obtain the performance bond after a contract is executed. The performance bond shall be effective for a period of two (2) years. In the event the implementation project is not complete within two (2) years and the Client desires to extend or renew the performance bond, additional premiums will apply.
- Tyler will defend, indemnify, and hold harmless the Client from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Section H(1) of Tyler's standard contract.
- The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract. The Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process.
- Tyler reserves the right to negotiate a mutually agreed dispute resolution process in place of arbitration.
- Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the Client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
- Tyler will perform maintenance services in accord with Exhibit C to the sample Tyler agreement included with this proposal.