tyler technologies

City of San Carlos
Community Development Land Management, Code Compliance & Permitting Application

Tuesday, July 11, 2023

Karen Grosset - Senior Account Executive
One Tyler Drive, Yarmouth, ME 04096
Phone: 800.772.2260 ext: 884222
Email: Karen.Grosset@tylertech.com

Restrictions on Disclosure

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

- Response to the Functional Requirements, or "Checklist"

- Line-item pricing (total proposed contract amount may be disclosed)

- Screen shots, if any

- Detailed information regarding current customers

- Detailed employee resumes/CVs

- Customized Statement of Work/Implementation Plan

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

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

Trademarks Disclaimer

Because of the nature of this response, 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.

Table of Contents

Tuesday, July 11, 2023

City of San Carlos
Crystal Mui
City Clerk
600 Elm Street
San Carlos, CA 94070

Dear Crystal Mui,

Tyler Technologies, Inc. (Tyler) is pleased to submit the enclosed proposal for your evaluation and consideration in response to the City of San Carlos's RFP for Community Development Land Management, Code Compliance & Permitting Application.

The attached proposal details our complete offering. It includes:

- The Enterprise Permitting & Licensing powered by EnerGov software solution

- Business Process assessment & consulting

- Implementation of software & services

- Technical and functional staff training

- Ongoing maintenance & support

Tyler has carefully reviewed the project goals, stated objectives, and requirements defined within the RFP, and we are excited about the opportunity to work with the City on this project. Tyler can absolutely meet the requirements on page 3 and the Existing Business Processes and Key Activities listed in Table 2 of the RFP. We are confident that Tyler's solution brings the right mix of resources, experience, and technology to foster an environment for success.

Tyler provides:

- **Strength** – Tyler's strong financial position and solid business plan ensures that your software is safe from economic downturns. As a publicly traded company, the financial strength of Tyler is transparent. Tyler's proven track record and long-term business strategy protects your office from the hardship you may have experienced of other vendors that sell unproven solutions. Tyler expects to be your vendor for life.

- **Experience** – Tyler knows CA - Our Business Analysts actively track legislative changes and provide proactive solutions to clients. We make certain that your software is compliant with state statutes and best practices.

- **Responsiveness** – Tyler positions our product lines to run as independent, responsive business units. We have a team of professionals dedicated exclusively to the Tyler solution. Our team is not pulled in multiple directions like other vendors whose staff must develop, support, and implement multiple products with different missions. Tyler responds to your needs.

- **Continuity** – Tyler's employee longevity helps ensure that your implementation comes from experienced and knowledgeable personnel. More than 60% of employees who were with Tyler a decade ago are still with Tyler today.

- **Tyler Community** – Tyler connects your office to an extensive user community through Tyler Community. Tyler Community is where users share and learn best-practices within a network of hundreds of other users. Users take part in quarterly design nominations and vote for design changes as the Tyler team coordinates ideas from the knowledge base and practical experience of our user community. Your voice matters, and we listen.

- **Protection** – Tyler's Evergreen philosophy gives clients the latest technology for the life of the product. Evergreen ensures that your software is always up-to-date with current statutes and new technologies. Our development team delivers four quarterly software updates annually to ensure that the City's office and citizens have a superior experience using the software.

- **Risk Avoidance** – Tyler is the largest government sector software provider in the United States, with more than 37,000 successful installations across 13,000 sites, 7,200+ employees, 4 million cloud users, and over 1 billion in annual revenue. Our commitment and investment in the government technology market is our sole focus and strategy.
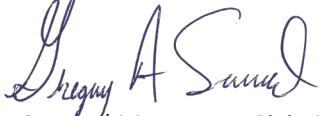
This proposal and cost schedule is valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal can be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners to share in our success rather than just customers. Our partners, like you, understand the difference between value and cost and want what is best for their communities. If you have any questions, please contact Karen Grosset, your Senior Account Executive at 800.772.2260 ext: 884222 or via email at Karen.Grosset@tylertech.com for more information.

Tyler Technologies authorizes the signatory of this letter to negotiate and bind Tyler Technologies to this response.

Respectfully submitted,

Greg Savard

General Manager – Civic Services, Tyler Technologies, Inc.
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

A. Company Profile

Please see Appendix A (Company Profile) and Appendix B (Reference) at the end of this section.

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Visualize   Analyze   Understand   Engage

Our Products

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

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

About Tyler Technologies

- Empowering government and schools to create safer, smarter, and more vibrant communities
- Solutions include: Property & Recording, ERP, Civic Services, Health & Human Services, Courts & Justice, Public Safety, Data & Insights, and Schools
- Headquartered in Plano, Texas, with 68 office locations across the U.S., Manila, and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997

- More than 37,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations

- Client retention rate of 98%

- 7,200+ employees

- Annual revenues of $1.85 billion (2022)

- Reinvestment of $123M into Research & Development

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

Public Sector Focus

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

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

Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 41 consecutive quarters of profitability, and a total revenue for 2022 of $1.85 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com
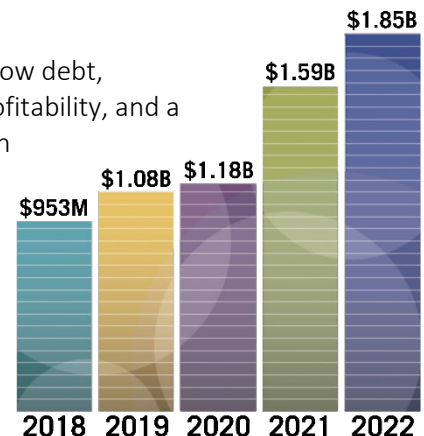
Industry Leadership

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

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 7,200+ 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 has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

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

Innovative and Strong

- Dow Jones Sustainability Index for North America (2021, 2022)
- Barron's 400 Index ranking, a measure of the most promising companies in America (eight times)
- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2015-2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (twelve times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

Employer of Choice

- Forbes' "Best Employers for Diversity" (2019, 2020)
- Forbes' "Best Employers for Women" (2018)
- Forbes' "Best Midsize Employers" (2018, 2019)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (fifteen times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas office (nine times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio office
- Tyler's Lubbock, Texas office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2017-2019)
- Detroit Free Press named Tyler's Troy, Michigan office a top workplace (2017-2021)
- Phoenix Business Journal named Tyler's Tempe, Arizona office on Best Places to Work list (2019)

Our Experience

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

List of Clients

The provided list on the following pages includes all California EPL clients as well as clients that are similar in population to San Carlos.

Complete Client List

Tyler's client base includes more than 27,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. Tyler considers its complete client list to be proprietary. The City of San Carlos may request a complete client list after signing a non-disclosure agreement.

Please refer to the references listed at the end of this section 4 for a sample of Tyler's clients that are in California and those that are similar in size and scope. Additional references may be requested by contacting your Senior Account Representative Karen Grosset at Karen.Grosset@tylertech.com.

Customer	State	Industry	City	Population
Los Angeles County	CA	County	Los Angeles	10,014,009
Riverside County	CA	County	Riverside	2,418,185
Tulare County	CA	County	Visalia	473,117
San Luis Obispo County	CA	County	San Luis Obispo	282,424
City of Oxnard	CA	Municipal	Oxnard	202,063
City of Glendale	CA	Municipal	Glendale	196,543
Imperial County	CA	County	El Centro	179,702
Santa Rosa Fire Department	CA	Municipal	Santa Rosa	178,127
City of Hayward	CA	Municipal	Hayward	162,954
City of Sunnyvale	CA	Municipal	Sunnyvale	155,805
City of Pomona	CA	Municipal	Pomona	151,713
City of Fullerton	CA	Municipal	Fullerton	143,617
City of Pasadena	CA	Municipal	Pasadena	138,699
City of Victorville	CA	Municipal	Victorville	134,810
City of Thousand Oaks	CA	Municipal	Thousand Oaks	126,966
City of Simi Valley	CA	Municipal	Simi Valley	126,356
City of Clovis	CA	Municipal	Clovis	120,124
Dublin San Ramon Services District	CA	District	Dublin	120,000
City of Fairfield	CA	Municipal	Fairfield	119,881
City of Carlsbad	CA	Municipal	Carlsbad	115,585
City of Antioch	CA	Municipal	Antioch	115,291
City of Costa Mesa	CA	Municipal	Costa Mesa	111,918
City of Murrieta	CA	Municipal	Murrieta	110,949
City of Ventura	CA	Municipal	Ventura	110,763
City of Temecula	CA	Municipal	Temecula	110,003
City of El Monte	CA	Municipal	El Monte	109,450
City of Centennial	CO	Municipal	Centennial	108,418
City of Boulder	CO	Municipal	Boulder	108,250
City of Sandy Springs	GA	Municipal	Sandy Springs	108,080
City of South Fulton	GA	Municipal	Atlanta	107,436
City of Renton	WA	Municipal	Renton	106,785
Walworth County	WI	County	Elkhorn	106,478
City of El Cajon	CA	Municipal	El Cajon	106,215
City of San Mateo	CA	Municipal	San Mateo	105,661
City of Daly City	CA	Municipal	Daly City	104,901
City of Allen	TX	Municipal	Allen	104,627
City of Rialto	CA	Municipal	Rialto	104,026
Craven County	NC	County	New Bern	100,720
City of Edinburg	TX	Municipal	Edinburg	100,243
City of Nampa	ID	Municipal	Nampa	100,200
Dallas Fort Worth (DFW) Airport	TX	District	Dfw Airport	100,000
Indian Nations Council of Governments	OK	District	Tulsa	100,000
Toho Water Authority	FL	District	Kissimmee	100,000
Dallas County	IA	County	Adel	99,678
City of Albany	NY	Municipal	Albany	99,224
New Jersey Department of Community Affairs	NJ	State	Trenton	99,000
City of Portsmouth	VA	Consolidated City-County	Portsmouth	97,915
City of Boca Raton	FL	Municipal	Boca Raton	97,422
City of Sunrise	FL	Municipal	Sunrise	97,335

City of Carson	CA	Municipal	Carson	95,558
City of Yuma	AZ	Municipal	Yuma	95,548
Grand Traverse County	MI	County	Traverse City	95,238
City of Reading	PA	Municipal	Reading	95,112
City of Lawrence	KS	Municipal	Lawrence	94,934
City of Fayetteville	AR	Municipal	Fayetteville	93,949
City of Deltona	FL	Municipal	Deltona	93,692
City of Mission Viejo	CA	Municipal	Mission Viejo	93,653
City of Redding	CA	Municipal	Redding	93,611
City of Kirkland	WA	Municipal	Kirkland	92,175
City of Buckeye	AZ	Municipal	Buckeye	91,502
City of OFallon	MO	Municipal	O Fallon	91,316
City of Westminster	CA	Municipal	Westminster	90,911
City of Lawton	OK	Municipal	Lawton	90,381
City of Fort Smith	AR	Municipal	Fort Smith	89,142
City of Indio	CA	Municipal	Indio	89,137
City of Hawthorne	CA	Municipal	Hawthorne	88,083
City of Citrus Heights	CA	Municipal	Citrus Heights	87,583
City of Greenville	NC	Municipal	Greenville	87,521
City of Santa Fe	NM	Municipal	Santa Fe	87,505
City of Ogden City	UT	Municipal	Ogden City	87,321
City of Duluth	MN	Municipal	Duluth	86,697
City of Merced	CA	Municipal	Merced	86,333
City of Lake Forest	CA	Municipal	Lake Forest	85,858
Town of Cicero	IL	Municipal	Cicero	85,268
City of Newport Beach	CA	Municipal	Newport Beach	85,239
City of Bloomington	IN	Municipal	Bloomington	85,000
City of Melbourne	FL	Municipal	Melbourne	84,678
City of San Ramon	CA	Municipal	San Ramon	84,605
City of Kennewick	WA	Municipal	Kennewick	83,921
City of Baytown	TX	Municipal	Baytown	83,701
City of Miami Beach	FL	Municipal	Miami Beach	82,890
City of Alhambra	CA	Municipal	Alhambra	82,868
City of Largo	FL	Municipal	Largo	82,485
City of Johns Creek	GA	Municipal	Johns Creek	82,453
Yuba County	CA	County	Marysville	81,575
Bulloch County	GA	County	Statesboro	81,099
Wagoner County	OK	County	Wagoner	80,981
City of Tustin	CA	Municipal	Tustin	80,276
Soos Creek Water and Sewer District	WA	District	Renton	80,000
Bedford County	VA	County	Bedford	79,462
City of Rancho Cordova	CA	Municipal	Rancho Cordova	79,332
City of Napa	CA	Municipal	Napa	79,246
City of Kissimmee	FL	Municipal	Kissimmee	79,226
City of Bellflower	CA	Municipal	Bellflower	79,190
City of Upland	CA	Municipal	Upland	79,040
City of Chino Hills	CA	Municipal	Chino Hills	78,411
James City County	VA	County	Williamsburg	78,254
City of Hammond	IN	Municipal	Hammond	77,879
Village of Arlington Heights	IL	Municipal	Arlington Heights	77,676

Augusta County	VA	County	Verona	77,487
Clallam County	WA	County	Port Angeles	77,155
Jackson County	GA	County	Jefferson	75,907
City of Doral	FL	Municipal	Doral	75,874
Walton County	FL	County	Defuniak Springs	75,305
City of Iowa City	IA	Municipal	Iowa City	74,828
City of Missouri City	TX	Municipal	Missouri City	74,259
City of Redmond	WA	Municipal	Redmond	73,256
Fauquier County	VA	County	Warrenton	72,972
City of Dublin	CA	Municipal	Dublin	72,589
City of Baldwin Park	CA	Municipal	Baldwin Park	72,176
City of Lake Elsinore	CA	Municipal	Lake Elsinore	70,265
City of Laguna Niguel	CA	Municipal	Laguna Niguel	64,355
City of La Habra	CA	Municipal	La Habra	63,097
City of Santa Cruz	CA	Municipal	Santa Cruz	62,956
City of Porterville	CA	Municipal	Porterville	62,623
City of Encinitas	CA	Municipal	Encinitas	62,007
City of Woodland	CA	Municipal	Woodland	61,032
City of Santee	CA	Municipal	Santee	60,037
City of Petaluma	CA	Municipal	Petaluma	59,776
City of Gilroy	CA	Municipal	Gilroy	59,520
City of Hanford	CA	Municipal	Hanford	57,990
City of Arcadia	CA	Municipal	Arcadia	55,345
City of Diamond Bar	CA	Municipal	Diamond Bar	55,072
City of Huntington Park	CA	Municipal	Huntington Park	54,883
City of Yucaipa	CA	Municipal	Yucaipa	54,542
City of San Jacinto	CA	Municipal	San Jacinto	53,898
City of Beaumont	CA	Municipal	Beaumont	53,036
City of Aliso Viejo	CA	Municipal	Aliso Viejo	52,176
City of Glendora	CA	Municipal	Glendora	51,801
City of Cathedral City	CA	Municipal	Cathedral City	51,493
City of Poway	CA	Municipal	Poway	48,841
City of San Luis Obispo	CA	Municipal	San Luis Obispo	47,063
City of Los Banos	CA	Municipal	Los Banos	45,532
City of Palm Springs	CA	Municipal	Palm Springs	44,575
City of Lompoc	CA	Municipal	Lompoc	44,444
Town of Danville	CA	Municipal	Danville	43,582
City of Oakley	CA	Municipal	Oakley	43,357
City of Park Ridge	IL	Municipal	Park Ridge	39,656
Village of Streamwood	IL	Municipal	Streamwood	39,577
City of Quincy	IL	Municipal	Quincy	39,463
City of Dover	DE	Municipal	Dover	39,403
City of Mt. Juliet	TN	Municipal	Mount Juliet	39,289
City of Grants Pass	OR	Municipal	Grants Pass	39,189
Person County	NC	County	Roxboro	39,097
City of La Vergne	TN	Municipal	La Vergne	38,719
City of Lynnwood	WA	Municipal	Lynnwood	38,568
City of Clovis	NM	Municipal	Clovis	38,567
Town of Groton	CT	Municipal	Groton	38,411
City of Winter Springs	FL	Municipal	Winter Springs	38,342

City of Rosenberg	TX	Municipal	Rosenberg	38,282
Town of Hilton Head Island	SC	Municipal	Hilton Head Island	37,661
City of Riviera Beach	FL	Municipal	Riviera Beach	37,604
City of Oregon City	OR	Municipal	Oregon City	37,572
City of La Quinta	CA	Municipal	La Quinta	37,558
City of Bartlesville	OK	Municipal	Bartlesville	37,290
Yadkin County	NC	County	Yadkinville	37,214
City of Lewiston	ME	Municipal	Lewiston	37,121
City of Moorpark	CA	Municipal	Moorpark	36,284
Orange County	VA	County	Orange	36,254
Ware County	GA	County	Waycross	36,251
City of Dunedin	FL	Municipal	Dunedin	36,068
City of Farmers Branch	TX	Municipal	Farmers Branch	35,991
City of Lauderdale Lakes	FL	Municipal	Lauderdale Lakes	35,954
City of West Hollywood	CA	Municipal	West Hollywood	35,757
City of Salisbury	NC	Municipal	Salisbury	35,540
City of Manhattan Beach	CA	Municipal	Manhattan Beach	35,506
Village of Oswego	IL	Municipal	Oswego	35,316
City of La Porte	TX	Municipal	La Porte	35,124
City of University Place	WA	Municipal	University Place	34,866
City of Del Rio	TX	Municipal	Del Rio	34,673
City of Pleasant Hill	CA	Municipal	Pleasant Hill	34,613
City of Deer Park	TX	Municipal	Deer Park	34,495
City of Walla Walla	WA	Municipal	Walla Walla	34,060
Desoto County	FL	County	Arcadia	33,976
City of Gadsden	AL	Municipal	Gadsden	33,945
City of Crown Point	IN	Municipal	Crown Point	33,899
Pulaski County	VA	County	Pulaski	33,800
City of Goldsboro	NC	Municipal	Goldsboro	33,657
City of Statesboro	GA	Municipal	Statesboro	33,438
Accomack County	VA	County	Accomac	33,413
City of Gillette	WY	Municipal	Gillette	33,403
Lee County	GA	County	Leesburg	33,163
City of Salisbury	MD	Municipal	Salisbury	33,050
Jefferson County	WA	County	Port Townsend	32,977
City of Pullman	WA	Municipal	Pullman	32,901
City of Dover	NH	Municipal	Dover	32,741
City of Fairbanks	AK	Municipal	Fairbanks	32,515
City of North Olmsted	OH	Municipal	North Olmsted	32,442
City of Carlsbad	NM	Municipal	Carlsbad	32,238
City of Helena	MT	Municipal	Helena	32,091
Town of Prosper	TX	Municipal	Prosper	32,000
Tredyffrin Township	PA	Municipal	Berwyn	31,927
City of Clearfield	UT	Municipal	Clearfield	31,909
Town of Norwood	MA	Municipal	Norwood	31,611
City of Laramie	WY	Municipal	Laramie	31,407
City of Laguna Hills	CA	Municipal	Laguna Hills	31,374
City of New Bern	NC	Municipal	New Bern	31,291
City of Southlake	TX	Municipal	Southlake	31,265
City of Opelika	AL	Municipal	Opelika	30,995

Village of Niles	IL	Municipal	Niles	30,912
City of Alamogordo	NM	Municipal	Alamogordo	30,898
City of Santa Paula	CA	Municipal	Santa Paula	30,657
City of Lawrenceville	GA	Municipal	Lawrenceville	30,629
City of Newark	DE	Municipal	Newark	30,601
City of Morristown	TN	Municipal	Morristown	30,431
City of Sanford	NC	Municipal	Sanford	30,261
City of Highland Park	IL	Municipal	Highland Park	30,176
City of New Smyrna Beach	FL	Municipal	New Smyrna Beach	30,142
City of Laurel	MD	Municipal	Laurel	30,060
Town of Erie	CO	Municipal	Erie	30,038
City of Raytown	MO	Municipal	Raytown	30,012
Smyth County	VA	County	Marion	29,800
City of Winter Park	FL	Municipal	Winter Park	29,795
Town of Morrisville	NC	Municipal	Morrisville	29,630
City of Suisun City	CA	Municipal	Suisun City	29,518
City of Kirkwood	MO	Municipal	Kirkwood	29,461
City of Seguin	TX	Municipal	Seguin	29,433
Town of Glenville	NY	Municipal	Glenville	29,326
Town of Queensbury	NY	Municipal	Queensbury	29,169
City of Stockbridge	GA	Municipal	Stockbridge	28,973
City of Russellville	AR	Municipal	Russellville	28,940
City of Slidell	LA	Municipal	Slidell	28,781
City of Lathrop	CA	Municipal	Lathrop	28,701
Le Sueur County	MN	County	Le Center	28,674
Spring Township -Berks County	PA	Municipal	Sinking Spring	28,407
Wythe County	VA	County	Wytheville	28,290
City of Greenville	TX	Municipal	Greenville	28,164
City of Fredericksburg	VA	Consolidated City-County	Fredericksburg	27,982
Dinwiddie County	VA	County	Dinwiddie	27,947
Town of Bluffton	SC	Municipal	Bluffton	27,716
City of Marshalltown	IA	Municipal	Marshalltown	27,591
City of Hutto	TX	Municipal	Hutto	27,577
City of Daphne	AL	Municipal	Daphne	27,462
Fluvanna County	VA	County	Palmyra	27,249
City of Bristol	TN	Municipal	Bristol	27,147
City of Paducah	KY	Municipal	Paducah	27,137
Springettsbury Township	PA	Municipal	York	27,058
City of Lemoore	CA	Municipal	Lemoore	27,038
City of Edwardsville	IL	Municipal	Edwardsville	26,808
Dawson County	GA	County	Dawsonville	26,798
City of Superior	WI	Municipal	Superior	26,751
City of Wilsonville	OR	Municipal	Wilsonville	26,664
City of Sanger	CA	Municipal	Sanger	26,617
Burlington Board of Health	MA	County	Burlington	26,377
City of Imperial Beach	CA	Municipal	Imperial Beach	26,137
City of Camas	WA	Municipal	Camas	26,065
City of Colleyville	TX	Municipal	Colleyville	26,057
Franklin County	KS	County	Ottawa	25,996
City of Winona	MN	Municipal	Winona	25,948

Montgomery Township	PA	Municipal	Montgomeryville	25,862
City of Derby	KS	Municipal	Derby	25,625
City of Oxford	MS	Municipal	Oxford	25,416
City of Tumwater	WA	Municipal	Tumwater	25,350
City of Seal Beach	CA	Municipal	Seal Beach	25,242
City of Newberg	OR	Municipal	Newberg	25,138
City of Corsicana	TX	Municipal	Corsicana	25,109
City of Loma Linda	CA	Municipal	Loma Linda	24,791
City of Zanesville	OH	Municipal	Zanesville	24,765
Goochland County	VA	County	Goochland	24,727
Town of Fort Mill	SC	Municipal	fort mill	24,521
Village of Westmont	IL	Municipal	Westmont	24,429
City of Ponca City	OK	Municipal	Ponca City	24,424
City of Pelham	AL	Municipal	Pelham	24,318
City of Solon	OH	Municipal	Solon	24,262
City of Centerville	OH	Municipal	Centerville	24,240
City of Rolling Meadows	IL	Municipal	Rolling Meadows	24,200
City of Auburn	ME	Municipal	Auburn	24,061
City of Belton	MO	Municipal	Belton	23,953
City of Waukee	IA	Municipal	Waukee	23,940
Town of Grand Chute	WI	Municipal	Grand Chute	23,831
City of Happy Valley	OR	Municipal	Happy Valley	23,733
Town of Christiansburg	VA	Municipal	Christiansburg	23,348
Village of Garden City	NY	Municipal	Garden City	23,272
City of Laguna Beach	CA	Municipal	Laguna Beach	23,032
City of La Canada Flintridge	CA	Municipal	La Canada Flintridge	20,573
City of Agoura Hills	CA	Municipal	Agoura Hills	20,299
City of Oroville	CA	Municipal	Oroville	20,042
City of Dixon	CA	Municipal	Dixon	18,988
City of Laguna Woods	CA	Municipal	Laguna Woods	17,644
City of Coalinga	CA	Municipal	Coalinga	17,590
Mariposa County	CA	County	Mariposa	17,131
City of Rancho Mirage	CA	Municipal	Rancho Mirage	16,999
City of Grass Valley	CA	Municipal	Grass Valley	14,016
City of Auburn	CA	Municipal	Auburn	13,776
City of Grover Beach	CA	Municipal	Grover Beach	12,701
City of Healdsburg	CA	Municipal	Healdsburg	11,340
City of Hughson	CA	Municipal	Hughson	7,481
Mammoth Community Water District	CA	District	Mammoth Lakes	7,191
City of Winters	CA	Municipal	Winters	7,115
City of Indian Wells	CA	Municipal	Indian Wells	4,757
Town of Portola Valley	CA	Municipal	Portola Valley	4,456
City of Vernon	CA	Municipal	Vernon	222
Indio Water Authority	CA	District	Indio	

B. Executive Summary

In response to the City of San Carlos's RFP, Tyler is proposing its Enterprise Permitting & Licensing powered by EnerGov solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the City's complex needs.

Choice

Though the City of San Carlos will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the City will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose; Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

The Enterprise Permitting & Licensing Solution

Managing government processes is a complex and often daunting challenge. From planning, permitting and licensing to asset management and enforcement, you need a solution that preserves informational integrity while efficiently synchronizing field work and in-house operations. Problem solved with Tyler Technologies' Enterprise Permitting & Licensing solution. This industry-leading product is specifically designed to automate and centrally connect critical processes, including land use planning and project review, regulatory management, inspections, code enforcement, asset management, work order management and more. Using mobile-enabled and GIS-based technology, coupled with an intuitive user experience, you can be certain your agency is running efficiently, records are accurate, and all work is synchronized from field to desk. Your process is always evolving. With Enterprise Permitting & Licensing you stay in step with the workflow unique to your departments — big or small.

GIS-Centric Processing

As a GIS-infused technology, Enterprise Permitting & Licensing is moving organizations forward by utilizing their spatial data to automate and streamline daily operations. When coupled with spatial analytics, the synergy creates a unique visual experience in data interpretation and business process management. Emerging relationships, patterns and trends allow you to plan and forecast as your agency evolves and real-time route planning gets you from point A to point Z — and all the points in between.

Mobility

The groundbreaking Enterprise Permitting & Licensing Mobile App Suite affords you the flexibility and precision needed while on the go. On-site inspections, work orders, environmental and safety issue assessment, full code compliance case management and the plan review process will never be easier than when you deploy iG Inspect, iG Enforce or iG Reviews.

Accuracy

When budgets are tight and human resources are at a premium, Enterprise Permitting & Licensing helps to unify the multiple layers of information required to sustain permitting, licensing, regulatory processes and communication among employees and constituents. Having one central database allows for efficiency in data entry, interagency involvement and precision in reporting.

Objectives & Scope

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions. Tyler products will be implemented "off the shelf" without customization or modification, except as detailed in the response.

Tyler's proposed suite offers integrated applications that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. Consistent integration among applications has always been a priority and a key benefit to organizations looking to improve their business practices. The key benefits to the system include, but are not limited to:

- Providing a single, comprehensive, and integrated solution to manage the City's business functions
- Streamlining business processes through automation, integration, and workflows
- Providing a user-friendly user interface to promote system use, productivity, and minimize the need for training
- Eliminating redundant data entry
- Providing many standard reports directly from the software with access to data through inquiry and drill down capabilities
- Providing multiple interfaces to commonly used 3rd party systems

Comprehensive Software & Services

Tyler's solution is intended to upgrade City of San Carlos's departments to the latest system available in today's marketplace. Tyler's platform is distinguished from the competitive landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front-line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for local government automation. Our group of seasoned consultants, trainers, product experts, and programmers bring years of local government software experience to make your transition a smooth success.

Tyler handles the following aspects of your project under a single contract:

- System Delivery
- Implementation
- Training
- Support and Maintenance
- Software Updates and Upgrades

Complete Services

Implementation Approach

Tyler utilizes a proven phased implementation approach, which ensures that process specific details are mastered prior to each subsequent stage. A formalized sign off process, defined by a clearly stated deliverable, are the key to a successful implementation. For multi-phase projects, such as sites that implement more than one Tyler product, the stages are repeated as necessary.

Training

Our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period. Tyler offers multiple training options to fit your needs.

Support

The goal of the Tyler support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

What Sets Tyler Apart

There are a number of key differentiators of Tyler that should be viewed as significantly advantageous to the City.

First and foremost, all of Tyler's efforts are focused on providing technology solutions to the public sector. Our attention is not diluted by providing solutions to other industries and our staff are industry experts in the public sector arena.

Secondly, Tyler has consciously decided to implement our own projects. We don't outsource our implementation efforts to 3rd party integrators. We feel this allows us to provide better service to our customers at a much lower cost. Furthermore, due to our expertise in the public sector, we're able to identify to our customers the best business practices of the public sector more clearly. Our approach to implementation will inevitably result in a project with a greater definition of cost, knowledge transfer, and timeframe.

Third, Tyler adheres to a philosophy called "Evergreen Development." Under this approach, Tyler will provide all future enhancements including platform changes to the Tyler solution to the City as part of its annual maintenance agreement without additional re-licensing fees. This is a significant divergence from the typical business practices of traditional vendors.

Fourth, Tyler has partnered with Amazon Web Services (AWS) for our SaaS and hosted solutions. AWS provides a simple way to access servers, storage, databases, and a broad set of application services over the Internet. A cloud services platform such as Amazon Web Services owns and maintains the network-connected hardware required for these application services, while you provision and use what you need via a web application. With AWS and Tyler, you can: trade capital expense for variable expense, benefit from massive economies of scale, stop guessing capacity, increase speed and agility, and stop spending money running and maintaining local data centers.

Fifth, if there are modifications to be delivered through the implementation process, it is important to note that these modifications for the City would become part of the generally-released system available to all clients going forward. This allows our clients on annual maintenance to receive additional functionality from new clients as well as our support team does not have to worry that you have modifications when either supporting or upgrading you. Most vendors today still maintain modifications by individual clients which places more stress on their support teams and cost to the client when upgrading.

Finally, since the City already users Tyler's EERP system, adding the ERP suite will provide automatic, built-in integrations with no added effort. The ERP system was built to pass data seamlessly with the City's current Tyler Financial footprint. In addition, the City will be able to extend the use of current Tyler applications such as Content Manager to the ERP product with no additional charges.

Platform Options

Our solutions have been designed to support a wide variety of software platforms, hardware configurations, and database engines which ultimately allows the City of San Carlos to take advantage of existing investments in software and hardware systems or choose new configurations to better serve the City on site. Additionally, many public sector organizations are seeing a significant shift from traditional on-premise software installations to hosted installations. Tyler's hosted services are computing resources (hardware and software) that are delivered as a service over a network. Simply put, it is another choice for delivering your data and the software that manages it.

With the Tyler Hosted platform, Tyler hosts software applications and client data in Tyler-owned data centers. We deploy, configure, maintain, and update the software applications and related data. All you need is a browser and reliable Internet connection to access software and data from a Tyler managed data center. More than 1,200 public sector organizations use Tyler cloud-based solutions, with nearly 40,000 public sector users relying on Tyler cloud-based systems to access the software they need to perform their jobs.

Cost Benefit of Tyler's SaaS Solution

Tyler's SaaS deployment model offers several benefits over traditional acquisition or on-premise deployments. In addition to lower up-front costs, all operational infrastructure (Server / OS Hardware, Database Software, Disaster Recovery, High Availability etc.) are covered by the service thereby eliminating the need for the City to continually reinvest in new infrastructure.

Tyler Assumptions

In order to conduct a successful project, it is essential that the City is aware of the activities that will take place and the assumptions that the City is operating under in order to deliver the proposed solution. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions.

Tyler products will be implemented off the shelf without customization or modification, except as detailed in the response. Any additional customizations or modifications identified or requested will be quoted on a time and materials basis.

The software products and license files are made available for download via FTP site within thirty days of contract signing. Tyler is responsible for installing the software products on the City's server infrastructure and instructing the City on how to install the workstation components. The City is responsible for installing the components on the workstations.

Activities and assumptions:

- The City will identify one or more Subject Matter Experts (SME) with knowledge of the key business processes to be performed in each suite of applications to work with Tyler staff on configuration and testing of the application.
- The City will complete project planning survey and application questionnaires and return them to Tyler for review and implementation planning. Tyler may coordinate a conference call with the City to discuss the information provided.
- Tyler will provide access to the Tyler Online Training Center to the City and identify prerequisite courses to prepare the City's staff for implementation. The City is responsible for having each of the End Users complete the prerequisite courses.
- Tyler will set up the base configuration of the application per the information provided, with the assistance of the City. The City will be responsible for maintaining these settings on an on-going basis.
- The City is responsible for completing any remaining configuration work. The City will complete this "homework" prior to the Implementation Consultant's return for training and go-live.

- The City is responsible for entering any business data – people, addresses, accounts, transactions, etc. – into the system that is not converted as part of the scope of the Agreement. The implementation service hours estimated on the Agreement do not include time for Tyler personnel to perform manual entry of business data.
- Tyler will train the City's key personnel on the key business processes to be performed in the application. The method and amount of training provided will depend on the number of implementation hours estimated in the Agreement.
- Tyler will work with the City to establish a process for ending processing in the legacy system and beginning processing in the Tyler system. Tyler does not support parallel processing – keeping two systems active and duplicating effort in each system.

In the response, many of the products and services are associated with an estimated number of implementation service hours. These hours are estimates of the implementation time required for Tyler to perform the activities listed that Tyler is responsible for. The accuracy of these estimates is dependent on the City performing per their responsibilities and upon the validity of the assumptions put forth. If these responsibilities or assumptions shift, the number of hours required to deliver the products and services will likely be affected.

Tyler will support the go-live process by answering questions from City End Users, providing follow up training, and resolving issues that may arise.

Commitment

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 37,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

Protecting Your Investment for Years to Come

Tyler's "Evergreen" Development Philosophy ensures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

Partnership

We want to thank the City of San Carlos for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of San Carlos in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

Appendices

Appendix A - Company Profile

Vendor Executive Summary Response Chart	
Vendor and Software Information	
1. Contact Information	
▪ Company Name	Tyler Technologies, Inc.
▪ Name and Title of Contact Person	Karen Grosset – Senior Account Executive
▪ Address	2530 Sever Road NW, Suite 200, Lawrenceville, GA 30043
▪ Phone, Fax, Email	Phone: 800.772.2260 ext: 884222 Fax: 806.797.4849 Email: Karen.Grosset@tylertech.com
▪ Company Website	www.tylertech.com
2. Company Information	
▪ Year Founded	1966
▪ Private vs. Public (Listing Exchange and Listing Code)	Tyler is a publicly traded corporation on the NYSE (TYL)
▪ Parent Company (If separate)	N/A

- Genealogy of Organization (Changing business, name changes, acquisitions/mergers, etc.)

Same Tyler Products, New Names

Since 1999 Tyler has been building the best array of software solutions for the public sector. If you have spoken with one of our representatives, attended a demonstration, or browsed our website before 2022, you may notice some changes in our products. Many of Tyler's products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

Our products are changing in name only. There will be no change in product functionality, support, or services. You can continue to expect the best with Tyler. We are excited to share this journey into the next evolution of Tyler Technologies.

For details, please visit https://www.tylertech.com/about-us/who-we-are/product-name-update-faq

Year Acquired	Acquired Company	Acquired Company
1998 to 1999	Business Resources Corporation The Software Group Interactive Computer Design Computer Management Services	Eagle Computer Systems Micro Arizala Systems Gemini Systems Process Inc. Computer Software Cole Layer Trumble Company
2003 to 2009	Eden Systems, Inc. MazikUSA, Inc. TACS, Inc. Advanced Data Systems EDP Enterprises, Inc. Chandler Information Systems	Versatrans School Information Systems, Inc. Olympia Computing Company, Inc. PulseMark, LLC Assessment Evaluation Services, Inc. Parker-Lowe & Associates
2010 to 2019	Wiznet.Inc. The Windsor Management Group Yotta MVS, Inc. UniFund Computer Software Associates Akanda Innovation, Inc. EnerGov SoftCode Brazos Technology New World Systems ExecuTime Software New World Systems	Modria Digital Health Department Radio 10-33 Socrata Sage Data Security, Inc. CaseloadPRO SceneDoc MobileEyes MicroPact MyCivic Apps Courthouse Technologies
2021 to Now	NIC DataSpec ReadySub US eDirect Rapid Financial Solutions Safeground	TBA

▪ Are there any planned acquisitions or mergers in the future?	As a publicly traded company Tyler is prohibited by law from disclosing any pending sales, acquisitions, or mergers.

▪ Disclose any recent litigation (and outcomes) and litigation currently underway.	**Recent Litigation**: The following list includes pending litigation and litigation completed within the last three years.
	Litigation matters involving a Tyler client: Tyler has more than 40,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler′s control), or a third-party brings a lawsuit involving both Tyler and a Tyler client.
	
	Currently pending lawsuits that meet this description are summarized below:
	   ○ *Tilton et al. v. Jackson County, MO et al.* (Circuit Court of Jackson County, MO, No. 2316-cv-16440): On June 27, 2023, Tyler was served the above-captioned complaint. It is filed by real and commercial property owners who dispute the appraisal value assessed on their property. The claim that some combination of the County, County executives, and Tyler failed to follow statutory processes in providing notice of the proposed assessed value and in performing the underlying assessment. Tyler was under contract with the County to perform re-assessment and assessment services. Tyler strongly disputes the complaint′s allegations and, to the extent even applicable to Tyler, the lone count asserted in the complaint.
	Recent litigation that meets this description is set forth below:
	  • *Kern County v. Tyler Technologies, Inc.* (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County′s complaint included allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputed those allegations. Tyler had been, and remained, ready, willing, and able to deliver on our contract. We hoped the county would choose to engage with us productively. After refuting the misinformation and misguided allegations included in their complaint, on January 27, 2023, the court dismissed the lawsuit with prejudice after the parties reached a mutually agreeable settlement.
	  • *Anoka County v. Tyler Technologies, Inc.* (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka′s complaint sought specific performance and damages in excess of $50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative

defenses, and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler's project team had already delivered the functionality scheduled for go-live and post go-live and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 7,200 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims.

Currently pending lawsuits that meet this description are summarized below:
- *Harrison v. Tyler Technologies, Inc.* (E.D. Tex., 21-cv-607) (service date: August 6, 2021): This is a lawsuit regarding an alleged misclassification under the FLSA. It was filed by the same lawyer who filed two prior suits against Tyler, and recycles identical claims; however, the plaintiff in this lawsuit served in different roles than the prior plaintiffs, and Tyler is confident that each of those roles were properly classified as exempt. Tyler won summary judgment that one role was properly classified and was continuing through the litigation on the other role, when the parties arrived at a mutually agreeable resolution. The parties then briefed whether plaintiff's counsel should be entitled to any attorneys' fees and, if so, how much those fees should be. The briefing was completed as of April 21, 2023, and is under consideration with the court.

Recent lawsuits that meet this description are described below:
- *Kudatsky v. Tyler Technologies, Inc.* (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019): A former implementation consultant filed a purported class action lawsuit under the FLSA alleging that implementation consultants such as himself were improperly classified as exempt. Tyler strongly disagreed with those allegations and is confident that implementation consultants were and are properly classified as exempt professionals payable on a salary basis. To avoid the time and expense of ongoing litigation, however, Tyler agreed to settle the lawsuit. The court approved the settlement on November 17, 2021, and the parties processed settlement payments in January 2022. The settlement did not require Tyler to reclassify any of its employees.

- *Wright v. Tyler Technologies, Inc.* (E.D. Ark., 20-cv-454) (service date: March 2, 2020) and *Greene v. Tyler Technologies, Inc.* (N.D. Ga., Case No. 19-cv-1338) (service date: March 26, 2019): The same lawyer brought each of these individual plaintiff lawsuits alleging wage and overtime violations under the FLSA. (This same lawyer also filed the *Harrison* lawsuit referenced above.) Each of the plaintiffs was initially employed by a company that Tyler acquired. Tyler disputed each plaintiff's claims, but ultimately reached a resolution with each. The *Wright* lawsuit was resolved on September 17, 2021, and the *Greene* lawsuit was resolved on April 14, 2021.

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

***Lawsuits otherwise involving Tyler software or services*:** Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service.

Currently pending lawsuits that meet this description are summarized below:

- *Roe et al. v. The State Bar of California et al.* (Superior Court of California, County of Orange, Case No. 22-CIV-01250695): On March 28, 2022, Tyler was added as a defendant to the above-captioned proceedings. The allegations relate to data harvesting performed by a third-party (a website known as judyrecords.com) on public-facing websites known as Odyssey Portal that Tyler licenses. The State Bar of California maintains an Odyssey Portal, and judyrecords.com was able to harvest data relating to public and non-public case records searchable on that site. The plaintiffs allege various state and federal law claims relating to privacy and antitrust violations. The plaintiffs purport to bring the lawsuit as a class action. Tyler does not believe that there is a basis to certify the alleged class, or that the claims against Tyler have merit. Tyler removed the lawsuit to federal court, where plaintiffs' anti-trust claims were dismissed on defendants' motion. The case was then remanded to state court.

Recent litigation that meets this description is summarized below:
- *Stern v. Snohomish County, d/b/a Snohomish County 911*

("*Sno911*") *et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. The matter has been resolved and dismissed with prejudice as of September 30, 2022.

- *Singh et al. v. Tyler Technologies, Inc.* (Superior Court of California, County of San Mateo, Case No. 22-CIV-00985): Tyler was served on March 8, 2022. Mr. Singh's complaint includes allegations that Tyler violated California statutes and defamed him because his name was associated with case filings on cases for which he was not the attorney of record. Mr. Singh appears to believe that Tyler knew about a defect in its Odyssey case management solution and ignored that defect, to the detriment of Mr. Singh and his reputation. Tyler disagrees with Mr. Singh's allegations, does not understand the basis for them, and is confident that the claims and damages assertions are misplaced. The claim was dismissed on April 21, 2022.
- *Levine v. Scott et al.* (Dekalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. The claim was dismissed on February 15, 2022.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee, and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs have filed multiple amended complaints,

ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. To avoid the time and expense of ongoing litigation, all parties agreed to a settlement that was finally approved by the court on December 9, 2021, with no admission of liability by Tyler. With the settlement approved, the claims administration process was turned over to a third-party claims administrator for expected completion in the first half of 2022.

- *Chavez Law Offices, PA v. Tyler Technologies, Inc.* (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleged that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, had not refunded certain filing fees paid by Plaintiff that the Plaintiff believed it should not have been charged. The complaint alleged certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appeared to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler removed the lawsuit to federal court and moved to compel arbitration in Dallas, Texas, consistent with the applicable contract terms. The federal district court for the district of New Mexico granted Tyler's motion to compel arbitration. No such arbitration action has been filed.

Lawsuits initiated by Tyler: Tyler's goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so.

Currently pending lawsuits that meet this description are summarized below:

- On December 13, 2022, Tyler filed a lawsuit against the City of Jacksonville, FL, in the United States District Court for the Middle District of Florida (Case No. 22-cv-1368). In an amended complaint filed February 8, 2023, Tyler asserted claims for breach of contract and declaratory relief arising out of the City's failure to pay for licenses and certain services Tyler delivered. Tyler was forced to seek redress through a lawsuit after the City terminated Tyler's agreement for convenience and failed to pay Tyler for unpaid amounts outstanding as of the requested termination date. The City filed a counterclaim alleging breach of contract and related claims. The lawsuit is ongoing.

- On August 23, 2022, Tyler filed a lawsuit against the NY Department of Taxation and Finance and the NY Office of

Information Technology Services in U.S. District Court for the Northern District of New York. The complaint alleges breach of contract and unjust enrichment arising out of the State's failure to pay for certain services Tyler delivered. Tyler was forced to seek redress through a lawsuit after the State ignored Tyler's extensive efforts of outreach to collect payment after the State abruptly terminated Tyler's agreement for convenience. Tyler voluntarily dismissed the lawsuit pending efforts to resolve the dispute through direct conversations with State representatives.

Recent litigation that meets this description is summarized below:

- On June 23, 2022, Tyler filed a lawsuit against Lexington County, South Carolina, in U.S. District Court for the District of South Carolina (Case No. 3:22-cv-01991-CMC). Tyler's complaint alleges breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation, its refusal to pay for certain services Tyler performed for the County, and its attempt to terminate the contract despite being close to go-live. Tyler made every effort to resolve the matter without resorting to litigation, but these efforts were unsuccessful. The parties agreed to a confidential settlement and the lawsuit was dismissed on December 14, 2022.
- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, *Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al* (Case No. 20-cv-00173). The lawsuit is based on defendants' concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy. The parties agreed to a confidential settlement, and the lawsuit was dismissed on September 17, 2021.
- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

	Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below. **Recent litigation that meets this description is summarized below:** • *Decapolis Systems, LLC v. MedSys Group, LLC* (filed May 12, 2022, E.D. Tex., Case No. 22-cv-146): Decapolis filed this patent infringement lawsuit against various vendors to Cerner Corporation for its electronic health records and processing systems. Tyler was one of the co-defendants, but quickly explained to the plaintiffs that the Tyler software did not infringe either patent-in-suit. On July 21, 2022, the plaintiffs filed a notice of voluntary dismissal, which the court granted on July 25, 2022. • *Rendon v. Tyler Technologies, Inc. et al*. (California Superior Court, Los Angeles County): On September 30, 2021, Tyler was served with this lawsuit, alleging that Tyler's Investor Relations webpage deprived plaintiff, a visually impaired individual, of equal access to the webpage. Accessibility audits – including those performed by Plaintiff – confirm that no such barriers to access exist. The parties reached a settlement agreement, and the lawsuit was dismissed on February 2, 2022. The settlement does not require Tyler to take any remedial action.
3. # of Vendor Employees	
▪ Total Worldwide	7,200+
▪ Total in U.S.	7,000
▪ # dedicated to the proposed solution	180
▪ U.S. # dedicated to the proposed solution	180
▪ Location of office that will be supporting us & # of employees	Lawrenceville, GA / 900 Employees

4. Number of Customers Using the Proposed Solution	
▪ Total Worldwide	550
▪ Total in U.S.	546
▪ # cities using the proposed solution	418, but non-City users are mostly Counties and Authorities
▪ # cities using the proposed version	378
5. List City customers similar to City of San Carlos (similar functional and technical requirements, applications, size, permit volumes, and users)	Clients of similar population and project size have been included in the provided list in Section 4 of this response.
6. Vendor's Target User Profile	
▪ Segments (Industries, Federal govt., State, County, City, etc.)	Exclusively focused on local government since 1997
7. Implementation Model – Direct, VAR, Implementation Partner, etc.	Direct
8. User protection plans – briefly describe. For example: • Source code held in Escrow • No charge to migrate to a similar new software (e.g. new technology) • Other options	• Tyler has established a relationship with a third party escrow company, Iron Mountain Escrow Services, who can store, maintain, and update the Tyler source code. Under specific conditions or triggers spelled out in the source-code agreement, the escrow company can provide the Tyler source-code directly to the City. The cost for this *optional service* is a $1500 fee, plus $1500 annual maintenance. Clients have the ability to enroll in this program at any time (This is an optional service and is <u>not</u> included in our Investment Summary.) • With Tyler's Evergreen philosophy, clients never need to repurchase software to receive the latest technology. New releases are available at no charge with a current contract in good standing.

9. Briefly describe your customer service and support.
• Options and related cost
• Hours/time zones
• Proposed location providing support
• What is covered and what isn't
	The goal of the Tyler support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.
	
	• The Support services listed options listed here are available at no extra charge within a current contract.
	• Tyler support is available during the local business hours Monday-Friday 8 AM to 5 PM (8 AM – 8PM EST) across four US time zones (Pacific, Mountain, Central and Eastern).
	• Lawrenceville, GA
	• Support provided :
	  - **Tyler Search** – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service
	  - **Tyler Knowledgebase**- a documentation library in a single, easily accessible location

<table>
<tr><td></td><td>

- **Tyler Community** – Tyler's online forum available 24/7
- **Tyler Coach** - Tyler's e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console**- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues
- **Online Help**- context sensitive field help and procedural information to assist your team in completing program tasks
- **Answer Panel**- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.

- **MyView**- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- **Online Support Portal**- log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar-** remote assistance from Support used to connect to your desktop
- **Phone-** Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed

</td></tr>
</table>

| **10. Briefly describe your training:**
• Approach and philosophy
• Options (Learning center, interactive Web courses, onsite,
train-the-trainer, etc.)
• What do you offer after the Software has gone live (e.g. for refresher, new hire and upgrade training)
• Prices/rates | • Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data.

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

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

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

• On Going Training
Tyler conducts complete training during your software implementation; however, we know that ongoing training is |

important 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, who would like assistance in adopting new features and processes.

Tyler offers many additional tools and services designed to assist to maintain resource knowledge and train new users. Tyler Technical Support provides the opportunity to get specific questions answered and to understand the impact of changes on the system. The Knowledge Base provides documentation on all aspects including technical installation guides, how to documents, release notes for new versions of the system, and process documentation. Tyler also offers a variety of ways for our clients to interact and collaborate including Tyler Community, local user groups and an annual user conference.

- **Online Education Classes** - At Tyler, 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 Tyler staff, via GoToWebinar, from one hour to half-day sessions and never two at a time. A full listing of classes offered for each solution is kept up to date on Tyler Community for easy reference.
- **Tyler Coach** - Tyler's e-learning solution to enhance support and training of your employees using your data
- **State User Groups** – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference** – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

Hourly remote implementation rate is $175
Hourly onsite implementation rate is $200 plus travel expenses

Appendix B - Reference Form

Name of Client:	City of Temecula, CA
Number of Employees:	350
Address:	41000 Main Street, Temecula, CA 92590
Contact Name:	Sara Seng

Phone:	951-308-6300	**Email:**	Sara.seng@temeculaca.gov

Description of project scope, and software programs/versions installed and status:

Deployed Community Development Suite, Business Management Suite, eReviews, GIS, IG Workforce, Civic Access
Professional Services included Project Planning, System Configuration and Review, User Acceptance Testing, Custom Report Development, Legacy Data Conversion, Train the Trainer Training.
Currently on Version 2022.1.3

Name of Client:	City of Encinitas, CA
Number of Employees:	150
Address:	160 Calle Magdalena, Encinitas, CA 92024
Contact Name:	David Van Pelt

Phone:	760-633-2652	**Email:**	dvanpelt@ci.encinitas.ca.us

Description of project scope, and software programs/versions installed and status:

Deployed Community Development Suite, Business Management Suite, eReviews, GIS, IG Workforce, Civic Access
Professional Services included Project Planning, System Configuration and Review, User Acceptance Testing, Custom Report Development, Legacy Data Conversion, Train the Trainer Training.
Currently on Version 2021.1.2

Name of Client:	City of Lompoc, CA
Number of Employees:	150
Address:	100 Civic Center Plaza, Lompoc, CA 93436
Contact Name:	Jeffrey Collins

Phone:	805-875-8290	**Email:**	J_collins@ci.lompoc.ca.us

Description of project scope, and software programs/versions installed and status:

Deployed Community Development Suite, Business Management Suite, eReviews, Workforce Mobile, Civic Access
Professional Services included Project Planning, System Configuration and Review, User Acceptance Testing, Legacy Data Conversion, Train the Trainer Training
Currently on Version 2021.1.2

Appendix B - Reference Form-1

Section 5: Project Management and Implementation Methodology

Implementation Methodology

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

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

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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

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

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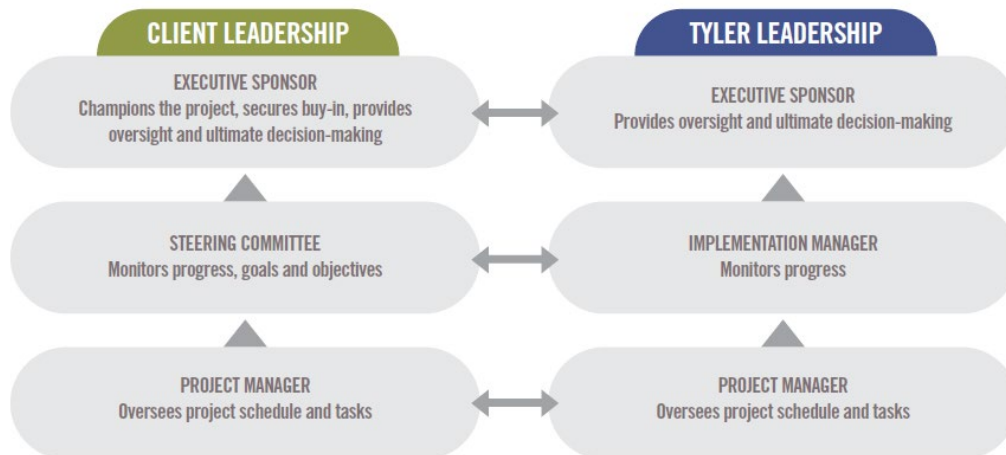
Project Governance

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

Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

Project Governance Relationships

Project Management

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

Project Communication

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

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's Client Services team for the first year of live processing, and all files are available to the client to download during this time.

Management and Scope

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

Project Organizational Chart

Every implementation project is comprised of both client resources and Tyler resources working together at varying levels of involvement to ensure a successful implementation. The chart below outlines each of those resource groups. Please keep in mind that some resources in your organizations may fall into multiple groups.

Solution Validation

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

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

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

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- In-scope data conversions are delivered and fully integrated into the solution (if applicable)
- Modifications are delivered and fully integrated into the solution (if applicable)
- A managed Issues List is fully quantified

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

Tyler Training Plan

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

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

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

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

Scheduling and Attendance

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

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

Responsibilities

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

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

Training Materials

Tyler maintains a complete set of documentation that is available to all users through the KnowledgeBase. The KnowledgeBase provides users with a single, easily accessible location to find all existing documentation on Tyler products and other widely used technology products. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises and much more. Clients also have the ability to download documentation into Microsoft Word format to edit to match internal policies and procedures.

General Assumptions

Tyler's experience in working with public sector clients has enabled us to limit the assumptions we make in our proposals. Most details of the actual project will be worked out during contract and statement of work negotiations should Tyler be selected.

There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Below are general assumptions which should be considered throughout the overall implementation process:

Project Assumptions

The City project team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the finalized project schedule. Sessions will be scheduled and conducted at a mutually agreeable time.

Any additional services, software modules, and modifications will be considered a change to the project and will require a change request form. Implementation of new software may require changes to existing processes, both business, and technical, requiring City to make process changes.

City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

Resources and Scheduling Assumptions

City resources will participate in scheduled activities as assigned in the Project Schedule. The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.

Tyler and City will provide resources to support the efforts to complete the project as scheduled and within the constraints of the project budget. Abbreviated timelines and overlapped phases require sufficient resources to complete all required work as scheduled.

City makes timely project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions. City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.

City will provide adequate meeting tools, including appropriate system connectivity, to the project teams.

Data Conversion Responsibility Assumptions

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

All in-scope source data is in data extract(s). Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler. The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

Facilities Assumptions

City will provide dedicated space or appropriate collaboration tools for City resources to work during implementation sessions. City will provide staff with a location to practice what they have learned without distraction.

Project Risks and Mitigation

As with any major project, there are risks both large and small inherent to implementing a new software system. That is why you need experts to guide you through the process from start to finish. Tyler has been delivering software solutions to the public sector since 1966. Our vast experience and adherence to the industry-leading Project Management Institute (PMI) approach to project management give Tyler the knowledge to measure risk and to implement procedures which mitigate and minimize risk to our clients.

During the planning stage of the project potential risks and mitigation techniques are discussed to limit impact in a successful project. The largest project risks inherent with a software implementation of this size are in the adoption of change and the follow through on meeting your stated goals. In every project, there are people and departments that are resistant to the change needed to fully utilize a new system. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by communicating management's commitment to the project, establishing clear internal expectations for the staff, supporting change management efforts, enforcing changed business practices and holding resources accountable for completion of tasks necessary for project deadlines. Implementing a new software solution is a commitment that requires full buy-in from all levels and properly allocated resources for both time and effort. Ensuring that tasks are monitored and prioritized accordingly helps ensure a successful, on-time project completion.
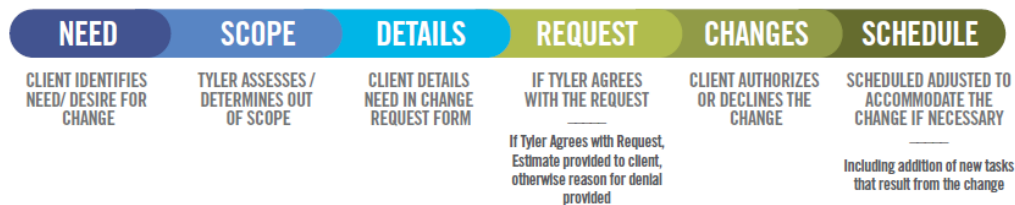
The best way to minimize any risk and maximize the benefits of a Tyler implementation is to communicate and document decisions as thoroughly as possible during the planning stage of the project. A Risk Management Plan, Communication Management Plan, Change Management Plan, and Risk Register will all be part of the overall Project Plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk that each brings and describe what to do in the case of a risk impacting the project and how to compensate for that change. Communication and planning can help to prepare for risks and minimize the impact they have on the overall implementation.

Change Request Process

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Changes in scope, schedule, and/or cost of this project may occur as a result of new constraints or opportunities discovered. The change will be brought to the attention of the Steering Committee and an assessment of the change will occur using the below process.

Change Request Process

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / DETERMINES OUT OF SCOPE	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST ——— If Tyler Agrees with Request, Estimate provided to client, otherwise reason for denial provided	CLIENT AUTHORIZES OR DECLINES THE CHANGE	SCHEDULED ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY ——— Including addition of new tasks that result from the change

The change request will include the nature of the change, a good faith estimate of the additional costs or associated savings, and a timetable for implementing the change. Additionally, the change request will note the effect on and/or risk to the schedule, resource needs, or resource responsibilities. Any changes to the project scope, budget, or timeline must be documented and approved in writing using a change request form.

Communication Management

Tyler understands that current, accurate information that is easily accessible is a key component in any successful project. As part of implementation, each new Tyler client will be provided a Project Portal. The purpose of this portal is to furnish the project teams with a central location to plan, store, and access pertinent documentation and information relating to your implementation project. The Tyler project portal site will ensure that all project stakeholders have an easy-to-use tool that will provide an integrated location to inquire, review, and update all project information.

It is Tyler's goal to have the site available for introduction no later than the Project Manager's (PM) Stakeholder Meeting. When the portal is made available, the PM will provide an overview of the portal and its available tools.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's Client Services team for the first year of live processing, and all files are available to the client to download during this time.

Schedule Management

During the planning stage of the project, a custom project plan will be created by the 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 regularly where changes in scope, project length, or cost will be discussed.

Any change to 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 portal and available to all project participants. This open access to project documents helps to ensure good communication among all project stakeholders.

On Going Training

Tyler conducts complete training during your software implementation; however, we know that ongoing training is important 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, who would like assistance in adopting new features and processes.

Tyler offers many additional tools and services designed to assist to maintain resource knowledge and train new users. Tyler Technical Support provides the opportunity to get specific questions answered and to understand the impact of changes on the system. The Knowledge Base provides documentation on all aspects including technical installation guides, how to documents, release notes for new versions of the system, and process documentation. Tyler also offers a variety of ways for our clients to interact and collaborate including Tyler Community, local user groups and an annual user conference.

Online Education Classes

At Tyler, 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 Tyler staff, via GoToWebinar, from one hour to half-day sessions and never two at a time. A full listing of classes offered for each solution is kept up to date on Tyler Community for easy reference.

TylerU

Tyler incorporates computer-based training into our Training and Knowledge Transfer. TylerU (University) delivers prerequisite and baseline information to all project participants. This approach allows Tyler's implementation consultants to focus on more complex subjects and to focus on ensuring that all participants are moving along at the same pace. Tyler U is included for all clients at no additional charge.

Tyler U is a supplement to Tyler's preferred teaching method of in-person classroom training. They are not meant to replace any portion of the training that is conducted by Tyler's resources.

Tyler maintains a complete set of documentation that is available to all users through our client resources and knowledge articles. Our client resources provide users with a single, easily accessible location to find all existing documentation on Tyler products and other widely used technology products. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises and much more. Clients also can download documentation into Microsoft Word format to edit to match internal policies and procedures.

Legacy Data Conversion

Tyler's Data Services Team has extensive experience with data mining, conversion, migration, and more. Our team has successfully converted over 50 unique systems including every major relational database management system. 99% of all deployments involve legacy data analysis, conversion and importation. Tyler has reviewed all data sources as identified by the agency and will utilize the following conversion migration plan and protocol to complete the task.

Protocols

Tyler's standard protocols regarding data conversion, analysis, development, testing, and deployment (production cutover) involves several project team members serving comprehensive capacities including: Tyler Project Manager, Tyler Business Analyst, Tyler Systems Analyst, Tyler Data Services.

Conversion Options

Full Tyler Conversion	Data Conversion Template (DCT)*	DCT- Client Owned Field Mapping
Tyler owns all conversion tasks Client is only responsible for providing legacy extracts and assisting legacy discovery	Client owns the extract process, population of the DCT Tyler owns field mapping from DCT to EnerGov and the development of conversion scripts Tyler assisting client with DCT inquiries	Client owns the extract process, data mapping to the DCT, population of the DCT, and field mapping from DCT to EnerGov Tyler owns the development of conversion scripts Tyler assisting client with DCT inquiries

* Conversion effort is driven by of data sources, modules per source, and number of data passes

While the actual process can vary, the tasks described in this section represent the fundamental components/benchmarks associated with the conversion and migration process.

Architecture of Conversion

Tyler's Data Services Team employs a four-step process that accomplishes the conversion programmatically to eliminate, to the extent possible, the need for manual data entry into the new system.

- Legacy data is populated into a Data Conversion Template-Database (DCT-DB) as an initial step separating data by module and identifying system data from custom data.
- Legacy data is mapped from the legacy fields in the DCT-DB to the corresponding fields in the new system database.
- Finally, the Conversion Developer creates and executes the scripts that will transform and migrate the legacy data into the new software database.

Migration Plan

The migration plan functions as the blueprint for the migration implementation, specifying agency expectations, defining project deliverables, and identifying migration methodologies to be used. Critical stages of the standard migration plan include the following:

- Discovery (1 Iteration)
    - There is a single (1) round of discovery where Tyler reviews the data to ensure all relevant fields are present and ready for initiation with the full conversion process.

- Mapping (2 Iterations)
    - There are two (2) rounds of mapping for a full conversion: mapping the action of finding the records (projects, permits, licenses, inspections, etc.) in the legacy system, and matching them with a one-to-one correlation to the new system data fields. Tyler's Data Services team partners with the implementation consultants and the agency to determine mapping requirement specifics.

- Tyler Review
    - Tyler's Data Services team executes a final review of the legacy source data and the mappings before starting the import process. This step helps Tyler verify that all required fields will be populated with data from the legacy system when the import process begins.

- Import: Three (3) Iterations
    - The import process is when the Data Services team creates the program to begin populating the new database with legacy data. There will be a total of three (3) rounds for the review of this data transfer. The time for review will be no more than 10 business days for the agency to guarantee the project stays on schedule and that the resources assigned for the conversion are available for the full duration.

    - It is highly important to include subject matter experts that have in-depth knowledge of your current software from both an administrative standpoint and a user standpoint. The users will be familiar with their data and their experience is crucial in assisting the Tyler consultants when fields need to be explained in the new system for data population.

    - All major changes that require conversion programming are done in this stage. No conversion programming changes will be allowed after this stage, such as the addition of new types and work classes for conversion, data migration to custom fields, etc.

    - During the import iteration review process, changes should be notated in a single Microsoft Word document with the module, case number, issue, severity, status, and a screen shot. This will help track all outstanding issues.

        - *Module:* Plan/Permit/Code/Business License/Professional License, etc.
        - *Case Number:* Both legacy system case number and new system case number
        - *Issue:* List any import error details with the information in the new system
        - *Severity*: High/Medium/Low
        - *Status:* Open/Resolved
        - *Screen Shot:* Visual aid from both legacy system and new system

- User Acceptance Testing
    - This stage denotes when the system is tested with the signed-off converted data and will serve as the final point of any changes; only small changes, such as mismatched types, are allowed at this point. There are no more data changes allowed after this stage.

- End User Training
  - o No data changes are allowed during this stage. This is when the last backup from the legacy system is performed from the legacy system before Go-Live to help prepare for the final upload.

- Go-Live
  - o Once the final pass is loaded, Tyler's data services team will be available to help with any last minute, minor issues that may arise during the Go-Live process.


Project Planning

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

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

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

Enterprise Permitting & Licensing 12 Month Timeline
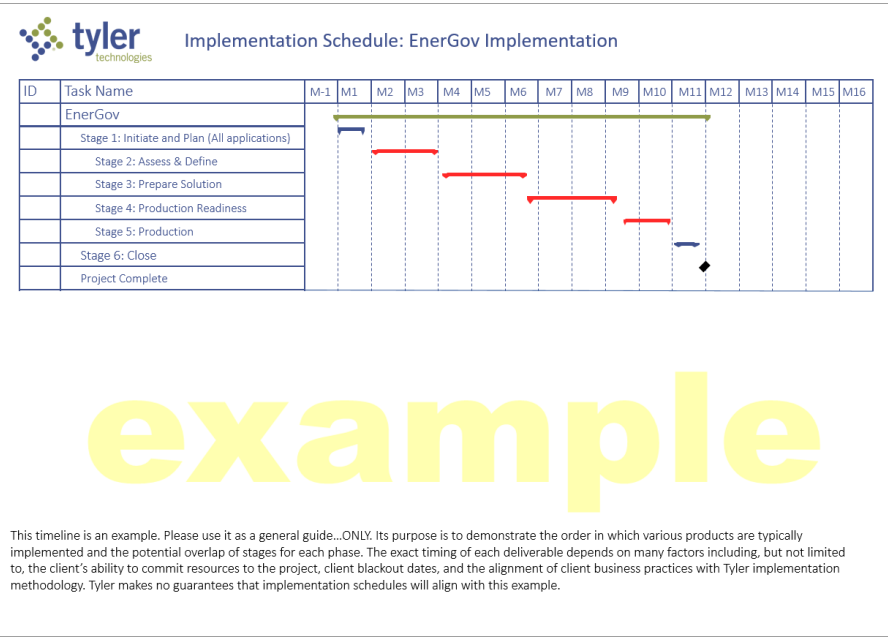
Project Resources

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

CLIENT ROLES

- **Executive Sponsor**
  Champions the projects, secures buy-in
- **Steering Committee**
  Monitors progress, goals, and objectives
- **Project Manager**
  Oversees project schedule and tasks
- **Change Management Lead**
  Prepares users for change
- **Technical Lead**
  Security, permissions, workflow
- **Functional Leads**
  Assigned for each functional area
- **Power Users**
  Subject matter experts, core users, super users
- **Conversion Lead**
  Oversees data conversion
- **End Users**
  Receive training for daily job functions

TYLER ROLES

- **Executive Sponsor**
  Provides oversight and audit
- **Implementation Manager**
  Monitors progress
- **Project Manager**
  Oversees project schedule and tasks
- **Change Management Consultant***
  Helps navigate change
- **Implementation Consultant**
  Functional experts assigned by phase
- **Technical Services**
  Supports clients' technical needs
- **Data Experts**
  Convert client data
- **Sales**
  Supports transition to implementation, provides pricing

*If Change Management Services are proposed

Section 6: Proposed Costs

Notes

The following Section 6: Proposed Costs is based on the stated requirements provided by City of San Carlos in this RFP. It includes Tyler SaaS hosting fees, estimated services, project management, and conversion, costs.

Tyler has quoted the solution as a SaaS hosted deployment. This does not cause any connectivity issues with the current Tyler applications which are in a self-hosted environment. If the City does wish to move their current Tyler applications to a SaaS deployment, we are happy to discuss that process and costs.

Any stated conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data.

Travel expenses are not included, but can be estimated at the client's request.

The fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.

Sales Quotation For:

City of San Carlos
600 Elm St
San Carlos CA 94070-3085
Phone: +1 (650) 802-4100

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Civic Access - Community Development	1	24	$ 6,477.00
Community Development API Toolkit	1	64	$ 7,160.00
Community Development Suite	50	248	$ 52,800.00
Decision Engine	1	8	$ 7,000.00
e-Reviews	1	80	$ 9,724.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	16	$ 2,012.00
Enterprise Permitting & Licensing View Only License	15	0	$ 5,280.00
Report Toolkit	1	0	$ 2,007.00
Workforce Mobile	15	16	$ 5,280.00
Data Insights			
Enterprise Permitting & Licensing Advanced Automation Bundle	1	8	$ 1,460.00
Additional			
GIS	50	8	$ 14,800.00
TOTAL		**472**	**$ 114,000.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	60	$ 175.00	$ 0.00	$ 10,500.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 10,575.00	$ 0.00
Onsite Implementation	128	$ 200.00	$ 0.00	$ 25,600.00	$ 0.00
Remote Implementation	344	$ 175.00	$ 0.00	$ 60,200.00	$ 0.00
TOTAL				**$ 106,875.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 114,000.00
Total Tyler Services	$ 106,875.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 106,875.00**	**$ 114,000.00**
Contract Total	**$ 448,875.00**	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)				
Conversions				
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
	TOTAL			**$ 10,575.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - 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 shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

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

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

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

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

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

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

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

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

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of

project plan task statuses, and go-live planning activities.

Section 7: Specifications

Please find completed Appendix D - Technical Requirements on the following pages.

Codes should be filled-out as follows:
Y= Yes
N = No
C = Customization Needed
F = Planned for Future
3 = Supplied by 3rd Party

Technical Requirements			
Line#	Question	Response	Comments
A. General Specifications			
A.1	The system shall include all support software, tools and utilities (e.g., compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation and management tasks.	Y	
A.2	The system shall provide well defined change management processes, including pre-defined migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.	Y	
A.3	The vendor shall be responsible for notifying the City of all software fixes and version upgrades/releases.	Y	
A.4	Software fixes and version upgrades/releases shall be made available to the City and shall be included in maintenance.	Y	
A.5	The vendor shall provide a list of all features along with a detail description for all software fixes and version upgrades/releases.	Y	
A.6	The vendor shall maintain software fixes and version upgrades/releases that are accessible by the City.	Y	
A.7	Development licenses for all system utilities and tools shall be provided and easily managed by the City.	Y	
A.8	The vendor shall provide programming documentation (API) along with the ERD/schemas.	Y	
A.9	The system shall provide capabilities to integrate and/or interface with other applications and other databases, both internal and external to the City of San Carlos.	Y	With Available Enterprise Permitting & Licensing open API Suite.
A.10	The system shall provide utilities and tools to monitor resource utilization, user access and log user activity.	Y	
A.11	System shall have a comprehensive application tool kit (API) useable but not limited to the Microsoft, Apple and LINUX operating systems.	Y	
A.12	Vendor shall supply detailed User, Administrator and Developer tool kit manuals and documentation in electronic (and possibly in printed) format.	Y	The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to the OpenAPI Specification, including using Swagger UI to generate interactive API documentation, securing resources with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.
A.13	System shall have an Administrator and Management tool which will facilitate the system configuration and setup process.	Y	
A.14	Vendor shall supply a detailed and comprehensive list or manual of possible error codes/messages along with possible resolutions.	N	Enterprise ERP Integrated Help Resources Tyler Coach Tyler Coach places the learning where you want it – in your system, interacting with your data. These step-by-step classes guide users through completing a task with sequenced directions that enable tasks and training to be completed simultaneously. Tyler Coach presents field and button level instructional dialogs directly within your Tyler application using your own data. In fact, Tyler Coach delivers training content specific to application environment it's access from. For example, using Tyler Coach in a Tyler training application environment provides scenario-driven classes using your own data. Tyler Coach also provides just-in-time assistance for users to complete tasks that are performed infrequently in the production environment. Some tasks are only performed monthly, quarterly, or annually, making them more difficult to recall. This simple step-by-step instruction overlaid on your own data is especially helpful while completing tasks that are performed infrequently. Month-end and year-end processes that previously may have been difficult to remember can now be performed with ease. Tyler Coach can also help users familiarize themselves with new features included in a recent upgrade. After your non-production environment has been upgraded to the latest version, users can utilize the scenario-based classes with to explore the new features and functionality. Employees can access classes in multiple ways. If there is a question, they can search the Tyler Coach menu, or they can view a list of classes grouped by job function, including power user vs end user. These are organized within each function in the order a user should take them. This way, users only take classes they need and build on knowledge with each course they take.
A.15	Vendor shall provide staff dedicated to technical support and assistance 24x7 or as agreed upon in the maintenance agreements.	N	Dedicated 24x7 US-based critical hosting support is available to all Tyler SaaS customers to assist with accessibility issues or application outages. Technical support for all other hosting requests is available is available Monday-Friday 8:00 a.m. to 8:00 p.m. EST. Application software support is available Monday-Friday 8:00 a.m. to 9:00 p.m. EST.

A.16	Indicate if your system offers a hosted solution?	Y	If Yes, Planned for Future, or Supplied by 3rd Party, Fill out A.17 - A.19
A.17	If hosted, describe who has ownership of the data.	-	Client owns the data
A.18	If hosted, describe failover and backup procedures.	-	Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical
A.19	If hosted, list ypur data center locations.	-	AWS has the concept of a Region, which is a physical location around the world where we cluster data centers. We call each group of logical data centers an
A.20	Indicate which version/release of software will be installed and how long has the version/release of the software been in production?	-	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.

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly. |
| A.21 | The City requires a 60-day initial system Performance Acceptance testing period from the date the system is fully operational. Do you agree to a 60-day Performance Acceptance testing period? | N | Tyler does not provide client performance acceptance testing.

Tyler has a dedicated Performance Testing department and lab. Automated testing is completed across all major modules of the ERP system across three primary testing areas; performance, load and stress testing.

Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations.

Load Testing validates the system's performance under normal or peak workload (e.g. number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All of these workloads are run simultaneously to simulate client usage.

Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are also included in these tests to evaluate bottlenecks and identify potential causes of the failure.

Tyler utilizes several client footprints to represent the various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. |
A.22	If on-premise solution is proposed, what equipment will the City be responsible for?	-	Hosted solution proposd
A.23	If on-premise, will the solution be either a Hyper-V or vmware virtual server? What server OS is required?	-	Hosted solution proposd
B	**Application Architecture**		
B.2	The system shall support a web-based (browser) interface for all modules.	Y	
B.3	The web-based (browser) interface must run on current versions of Chrome, Edge and Firefox.	Y	
B.4	The system shall support 32-bit and 64-bit front-end (client) and 64-bit back-end (server) processing.	Y	
B.5	The system shall support online real-time data entry in both centralized and decentralized environments, with proper user authorization.	Y	
B.6	The system shall accommodate background (batch) jobs concurrently with online updates.	Y	
B.7	The system shall allow both online and batch entry of data.	Y	
B.8	The system shall allow mass changes or deletions to be accomplished without record-by-record input.	Y	
B.9	The system shall allow for effective dated transactions and table updates.	Y	
B.10	The system shall provide 'comment' type data item fields for entry of free-form text.	Y	
B.11	The system shall edit all transactions for errors and provide immediate user feedback, including error messages and possible corrective actions.	Y	

B.12	The system shall provide the capability to support public/private key encryption.	Y	All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, you can provide protection for your content against unauthorized users and against unnecessary exposure to authorized users. The combination of AWS Key Management Service (KMS) and AWS CloudHSM is the centerpiece of a rigorous encryption solution. AWS KMS helps you manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for your master keys. You can define your key aliases as well as key-level policies. The policies help you define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage. AWS CloudHSM is a cloud-based hardware security module (HSM) that enables you to easily generate and use your own encryption keys on the AWS Cloud. It helps you meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs. Protecting Data at Rest Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of your data. Amazon S3 allows you to encrypt content by selecting a KMS key on object upload. Amazon EBS allows you to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. Amazon RDS allows you to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots). You also have the option of implementing your own encryption-at-rest approach. For example, you can encrypt content before storing in an AWS Cloud service. Amazon S3 provides you the facility to upload an already encrypted object. It also provides the ability for you to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, you must supply the same key. Protecting Data in Transit When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common
B.13	The system shall provide data and transaction logic validation through the use of centralized or distributed business rules.	Y	
	The system shall provide support for interprocess communication including, but not limited to, the following:	-	-
B.14	The vendor shall demonstrate a strategy for keeping their product up-to-date with emerging hardware and software technologies. For example, certifying their application will with work with latest version of Microsoft Windows/Office and SQL database configurations.	Y	Tyler is a Microsoft Managed Gold Partner. As such, support for new versions of Microsoft products is typically offered only 6 to 9 months after Release to Manufacturing (RTM).
B.15	Cut and paste capability from data fields and screens to other applications.	Y	
B.16	The system shall allow for workflow management and approvals.	Y	
B.17	The system shall provide capabilities to scan, store, print and view documents online.	Y	Via Content Manager
B.18	The system shall be compliant with de facto open standards such as MAPI, SNMP, SFTP, etc.	Y	Where applicable.
B.19	The system shall have industry-standard open system architecture that supports equipment and applications running on Microsoft operating systems (e.g., Windows 10+ desktop, Windows Server 2012, 2016, 2019 and 2022).	Y	
B.20	The system shall be compliant and operational on vSphere virtual environment.	Y	
B.21	The system shall offer the option of being run in either a hosted or a non-hosted environment.	Y	
B.22	The system must be ODBC compliant.	Y	
B.23	The system's public-website access sites shall offer protection against spamming or mass emails attacks.	Y	Tyler's dedicated Network Operations Center (NOC) provides 24x7 utilization and network activity monitoring of all cloud solutions. Tyler employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Safeguards include Amazon Inspector automated vulnerability management, Amazon GuardDuty continuous threat detection, and AWS Shield distributed denial of service (DDoS) protection. Since Tyler applications use clients email server, it would be up to the client to employ anti-spamming solutions.
B.24	System shall support secure Internet access using SSL and 128-bit encryption, at a minimum.	Y	
B.25	The vendor shall demonstrate a strategy for keeping their product up-to-date with emerging hardware and software technologies. For example, certifying their application will with work with latest version of Microsoft Windows/Office and SQL database configurations.	Y	
B.26	Does the software run on additional clients such as iPads, Smart Phones, Web, VPN, etc.? Please list in comments.	Y	
B.27	System is capable of remote problem investigation and administration by vendor.	Y	
B.28	System shall have a printable report that lists all configurable settings and the current state of the system configuration.	Y	
B.29	The system shall support industry standards such as XML, WebDAV, SOAP, BPEL and JSR 170.	Y	Tyler solutions support many standards, but of those listed only XML is supported for select file exports. All other referenced standards are legacy technologies not typically found in modern cloud solutions.

	The system shall provide utilities including, but not limited to, the functions listed below:		**-**	**-**
B.30	Source code and version control.		Y	Internal to Tyler only
B.31	Disk and tape storage.		Y	Cloud Solutions: Tyler employs a comprehensive backup and disaster recovery plan. On-premises solutions: Most industry standard third-party backup solutions should be capable of backing up Tyler solutions.
B.32	Storage archival and retrieval.		Y	See above.
B.33	Job scheduling and execution.		Y	
B.34	Performance monitoring.		Y	Cloud deployments only. On-premises clients can use a variety of industry standard third-party tools for monitoring.
B.35	Debugging tools.		Y	
B.36	Transaction monitoring.		Y	
B.37	Programming tools.		Y	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle.
B.38	Reporting tools.		Y	
C	**Customization**			
C.1	The system shall provide the ability to customize an entry screen based on the security profile of each user.		Y	HUB pages
C.2	The system shall allow all lists of values for drop down menus to be edited by the user.		Y	
	The system shall provide customer-defined:		**-**	**-**
C.3	Tables.		Y	
C.4	Fields.		Y	
C.5	Screens.		Y	
C.6	Reports.		Y	
C.7	Business rules.		Y	
C.8	The system shall provide the ability for forms and menus to be customized per user or security group.		Y	
C.9	The system shall be configurable and customizable without requiring custom changes to core program coding.		Y	
C.10	System shall allow all system-defined and customer-defined custom fields/data items to be available in program scripting, coding and reporting.		Y	
D	**Database Management System**			
D.1	The system shall utilize an Oracle or SQL database management system.		Y	SQL
D.2	The system shall provide standard query language (SQL) capabilities for database queries.		Y	
D.3	The system shall utilize appropriate database rules and constraints to enforce and maintain referential integrity.		Y	
D.4	The system and/or database shall include utilities or an activity-monitoring feature which will maintain statistics for database performance, disk I/O, index usage/non-usage, etc.		Y	
D.5	The system shall include application and system configuration tables accessible by all modules.		Y	
D.6	The system shall provide for simultaneous access to data by concurrent users.		Y	
D.7	The system shall provide the ability to lock database records at a row/record level for concurrence control.		Y	
D.8	The system shall allow the import and export of data to external applications via industry-standard formats.		Y	
D.9	The system shall provide data modeling, data definition and data dictionary components.		Y	
D.10	The system shall provide a database that is integrated with all tools supplied for application development and adhoc database access.		Y	
D.11	The system shall support online modifications to database structures without user downtime.		N	Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize Tyler's solutions to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler does not allow or support any structural or schema changes to the database by clients.

D.12	The system shall provide utilities for making changes to layered software and hardware without user downtime.	N	Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental update packages clients can install on their own. Update packages can be manually installed or scheduled for automated installation. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications are typically unavailable to end-users during the upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Installation of application upgrades can take up to several hours; application updates typically range between serval minutes to an hour. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.
E	**Network and Operating Systems**		
E.1	The system shall provide the ability to operate in a multi-platform environment.	Y	Tyler's cloud infrastructure, platforms, and resources are multi-tenant, shared by multiple clients, however each client is provided with their own dedicated datasets. This complete data segregation adds an additional layer of security between environments.
E.2	The system shall use TCP/IP as the network protocol.	Y	
E.3	The system shall operate on a platform which provides extensibility, scalability, reliability and connectivity.	Y	
E.4	The system shall provide the ability to copy and/or archive data to external storage media based on customer-defined selection criteria.	Y	
E.5	The system shall provide the ability to maintain multiple operating environments for development, test, training and production.	Y	Test, Training and Live
E.6	The system shall provide the ability for remote administration.	Y	
F	**Security**		
F.1	The system shall provide the ability to authenticate user IDs and passwords.	Y	
F.2	The system shall provide ability to set expiration dates for passwords.	Y	
F.3	The system shall notify users and force them to change passwords on a pre-defined frequency.	Y	
F.4	The system shall provide a single sign-on to enter all modules for which the user is allowed access.	Y	
F.5	The system shall provide lock-out capability after a series of unsuccessful sign-on attempts by the user.	Y	
F.6	The system shall provide the ability to authenticate users via Active Directory services.	Y	
	The system shall provide the ability to control access by level, including, but not limited to:	-	-
F.7	System.	Y	
F.8	Module.	Y	
F.9	Menu.	Y	
F.10	Program/Application type.	Y	
F.11	Subtype.	Y	
F.12	Screen.	Y	
F.13	Field.	Y	Where applicable
F.14	Transaction.	Y	
F.15	Function Type (create, inquiry, update, delete, etc.).	Y	
F.16	Table.	Y	
F.17	Individual.	Y	
F.18	Group.	Y	
F.19	Department.	Y	
F.20	Division.	Y	
F.21	The system shall support security control by the system administrator.	Y	
F.22	System shall allow for configurable role-based (e.g., inspector, plan reviewer, front counter, power user, etc.) and individual user security settings to limit that type of operations that can be performed on the data and program files/tables (e.g., read, write, delete, modify).	Y	
F.23	The system shall comply with all necessary security protocols and industry standards that apply.	Y	Where applicable
F.24	System shall support password encryption used for client access.	Y	
F.25	System shall provide users ability to change their own password.	Y	
F.26	System shall provide the ability to encrypt selected data fields.	Y	
F.27	System shall be PCI (Payment Card Industry) compliant for protection of cardholder data.	Y	Via Cashiering and Payments
F.28	System shall provide detailed audit trails for all security management changes.	Y	
F.29	System shall provide automatic logout of users when there has been no activity for a pre-defined period.	Y	
F.30	System shall allow for the secure electronic transfers of data and files.	Y	
F.31	System shall track all log-in and attempted log-in failures.	Y	

F.32	System shall detect, log and prevent all unauthorized access attempts.	Y	
F.33	System shall track user's last login date/time.	Y	
G	**Capacity and Performance**		
G.1	The system shall track system uptime and transaction response times in order to demonstrate operation within acceptable levels.	Y	Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO)
G.2	The system shall perform consistent with average web page loading times.	Y	
G.3	The system shall have an activity-monitoring feature which will maintain statistics on performance, index usage/non-usage, etc.	Y	Tyler's dedicated Network Operations Center (NOC) provides 24x7 utilization and network activity monitoring of all cloud solutions. Tyler employs a variety of industry-
G.4	The system shall perform acceptably with a minimum of 50 concurrent connections with the ability to increase to an enterprise level solution.	Y	Tyler provides fully scalable solutions to meet the requirements of all organizations, regardless of size, and can grow to meet increasing demands. Tyler's applications perform well on modest networks with a handful of users—or on large, distributed networks with hundreds of users. Tyler applications have features to ensure large organizations run effectively. And smaller clients don't outgrow Tyler solutions—they easily expand to meet clients changing needs. Tyler applications are based on an n-tier architecture and can scale both vertically or horizontally; eliminating limitations for user growth. Additional user count licensing and disk space allocation can be increased as required. Based on client feedback and experience, internal testing, and providing SaaS to our clients; Tyler has learned to tailor our solution deployments and infrastructure specific to a client's size and needs.
H	**System Redundancy and Availability**		
H.1	The application shall be available 99.9% for user input within the City's-defined time period (working hours).	N	Reference Service Level Agreement in the included Sample Application Service Provider Agreement.
H.2	The system shall provide full recovery and restart following system failure or error with no loss of data or software components.	Y	
H.3	The system shall support dynamic load balancing and automatic fail-over between multiple servers.	Y	
H.4	The system shall provide redundancy of critical system resources and mirroring of critical data.	Y	
H.5	System server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.	Y	
H.6	System shall provide a disaster recovery procedures to be compatible with all the City's offsite disaster recovery infrastructure.	Y	
H.7	System shall provide detail transaction logs of executed programs/functions to facilitate in the diagnosis of system errors or performance.	Y	
J	**Backup and Restore Capabilities**		
J.1	The system shall provide full recovery and backup capabilities for all online and batch transactions.	Y	
J.2	The system shall be available for user input during backup.	Y	
J.3	The system should be able to backup and restore specified databases, tables, files, or applications.	Y	Full server snapshots are performed regularly to meet business continuity requirements. Production datasets are automatically backed and retained based on application-specific retention policies.
J.4	The system shall not limit the choice of backup media, including tape and CD-ROM.	Y	Cloud Solutions: Tyler employs a comprehensive backup and disaster recovery plan. On-premises solutions: Most industry standard third-party backup solution should be capable of backing up Tyler solutions. This would be the responsibility of the client to deploy and manage.
J.5	The system shall provide the ability to restore transactions from the database transaction log.	Y	
J.6	The system shall be compatible with industry standard backup and recovery systems.	Y	
K	**GIS Features and Interfaces**		
K.1	System utilizes existing address, parcel and property ownership data through an import process from ESRI ArcGIS Server (10.9) and has the ability to receive monthly owner information updates from San Carlos County Assessor. Provides real-time integration with the City's Esri platform such that: •⬛GIS serves as the "single source of truth" for all ownership and spatial related information about a parcel, address, polygon, point, segment, etc. o⬛This data must be viewable via GIS •⬛Data records (i.e., project applications, permits, inspections, etc.) created within the proposed system include a link to the underlying parcel, address, polygon, point, segment, etc. •⬛When viewing a parcel, address, polygon, point, segment, etc. within GIS, the user will be able to view a list of related data records (i.e., permits, inspections, etc.) and link directly from the selection of any one of those data records to the corresponding data record in the proposed system.	Y	Enterprise Permitting & Licensing is fully integrated with Esri GIS
K.2	System needs to maintain historical parcel changes with the ability to link to more than one parent parcel.	Y	
K.3	System provides the ability to create and report on numerous custom defined attributes for location records.	Y	
K.4	Provides the ability to view all related application records for a parcel, address, polygon, point, etc. or within a selected buffer from a parcel.	Y	
K.5	Provides the ability to add records from a selected parcel, address, polygon, point, etc. on a GIS map and link back to the system.	Y	

K.6	Provides the ability to utilize the GIS buffering function to identify parcels within a specific distance of a project and generate a mailing list of associated property owners and residents. Including the ability to generate the "mail merge" of notification letters with addresses identified from the selected buffer.	Y	
K.7	Provides the ability to identify all parcels within a radius of a parcel, point, address, polygon, etc. and return the resulting list to the proposed solution for further inquiry or reporting.	Y	
K.8	Provides the ability to query and select one or more parcels, addresses, points on a GIS map and generate the related map that includes those data points/elements. Including ability to save the map view as a document that may be printed or emailed.	Y	
K.9	Location data is kept in a single data store that is accessible by all program modules.	Y	

Section 8: Additional Data

Solution Overview

Enterprise Permitting & Licensing

Tyler's Enterprise Permitting & Licensing is the public sector's leading browser-based enterprise application that assists clients in managing a more efficient, streamlined, and citizen friendly enterprise operation.

The Enterprise Permitting & Licensing product suites are specifically designed to automate and centrally connect the critical processes of land use planning and project review, permitting, code enforcement, inspections, licensing and regulatory management, asset and work order management, infrastructure management, citizen requests and more.

Complete Management Solution

Complete solution and full lifecycle management for automating tasks associated with critical functions such as land use planning and project review, permitting, code enforcement, inspections, licensing and regulatory management, asset and work order management, citizen requests and more.

Highlights

Advanced Automated Workflow

Enterprise Permitting & Licensing encompasses all aspects of the application, review, issuance and enforcement lifecycle. Central to the management process is the concept of enterprise workflow and process regulation, both of which are achieved through native workflow design tools.

Industry leading GIS Integration

Tyler has partnered with Esri technology and actively maintains support for the latest versions of the ArcGIS platform. Our Esri-based GIS integration introduces a new dimension of visualization, analysis and business management capabilities to Agencies like yours. This enables a GIS-centric approach to business process management.

Personalized Interface with Tyler Hub

Tyler Hub connects diverse data sources, which enables you to monitor key processes, quickly execute routine tasks, and eliminate time-consuming data searches.

A Tyler Hub page can be assembled to focus on a specific process such as hiring or cost benefit tasks. A page can combine data analytics, reporting, and task functions, and users can add modify and add pages to their platform stack as their job functions evolve.

Real-time data analytics and active links give you an advantage. Instead of taking the time to open multiple programs to find data, Tyler Hub centralizes the data you need and makes it instantly accessible and allows you to access transactional details, locate a site on a map, approve or reject a transaction, plus a variety of other actions. By having everything visible and accessible, Tyler Hub gives you more time to analyze your data rather than searching for it.

Reporting

Our software provides multiple reporting options as well as graphical grid construction tools which enable system users to construct customized, on-demand views and filters of performance and process data which can be used to readily identify trends, associations, performances, and relationships.

Tasks and Notifications

We enable users to stay connected and informed whether in the office or in the field through a centralized task and notification engine. Automated reminders and notifications of pending tasks / actions are routed to appropriate personnel according to your workflow.

Central Contact Management

By enabling enterprise access to contact records, correspondence, fees, applications, documentation, and more , our contact management console catalogues and tracks citizens making a request and the individuals conducting business.

Central Cash Management

All payments and transactions are processed through a centralized cashiering console. Even the most daunting fee schedules are easily configured and promoted through an intuitive graphical user interface.

OData & REST APIs

Tyler's open data service, Enterprise Permitting & Licensing OData, allows your government organization more connectivity, flexibility and transparent communication with constituents than ever before. Using OData, your IT staff can create specialized applications for the Web, mobile devices, the GIS environment and other external or community-based uses which display a personalized combination of open source data most pertinent to those you serve.

Additionally, Tyler's packaged REST-based APIs provide the requisite tools for developing intelligent interfaces between the Tyler software solution and any number of 3rd party / existing line of business solutions currently in use by each agency.

Unlimited Scalability and Superior Configurability

Our solution features dynamic built-in tools native to each software suite/module that embraces extensibility and provide our clients with the ability to define, capture and manage site-specific processes, workflows, custom forms, business rules, etc. These tools are powerful, intuitive, and accessible to authorized users and foster growth as new Client mandates and procedures are adopted and implemented.

The Future of Tyler

Our product development teams understand that your business is more than approving plans, issuing permits, enforcing ordinances and maintaining public infrastructure. Tyler products are designed to help you meet your goals of guiding growth, promoting safety and livability, fostering economic vitality, and encouraging community collaboration. The future direction for Tyler's software leverages the latest web technologies, spatial capabilities, and industry standards while remaining focused on your goals.

Input to our product roadmap comes from several sources. Current customers provide suggestions through a collaborative enhancement request forum within our Tyler Community. Another source of influence comes from prospective or new customers who identify new scenarios with specific pain points that can be solved by enhancing functionality within Tyler. Lastly, Tyler employees continually monitor industry and technology trends and proactively respond to the changing needs of the market resulting in the innovation, functionality, and flexibility you come to expect from Tyler software.

Decision Engine

While local ordinances and regulations are essential to protect the well-being of your community, they can make permitting and licensing a challenge for constituents. Decision Engine is a digital permit guide that seamlessly integrates with Tyler's Enterprise Permitting & Licensing software to navigate applicants through the seemingly complex development entitlement, permitting, and licensing application and approval processes — shielding them from the complexity.

Through a simple interface, applicants can navigate through thousands of lines of ordinance in minutes to arrive at the appropriate permitting or licensing task, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.

By empowering your constituents to accurately apply for and complete permitting and licensing tasks without relying on your agency, your staff can spend less time answering questions and fixing incomplete or error-ridden applications.

Key Features

- Captures your community's unique ordinances and regulations

- Leverages existing sites and portals, routing applicants to all needed info for a work type

- Uses intuitive card selections that dynamically branch to the appropriate outcome

- Navigates users between application types in community development, licensing, tax, or code enforcement requests

- Offers a custom page builder to help you guide applicants through more complex processes

Simple, Flexible Administration

Decision Engine is easily configurable, allowing for flexibility to **represent the unique ordinance of your community**. Administration is designed to mirror the public user experience with straightforward configuration and the ability to adjust based on feedback. Once you design your flow, configuring it into Decision Engine is simple, and so is reordering it if needed.
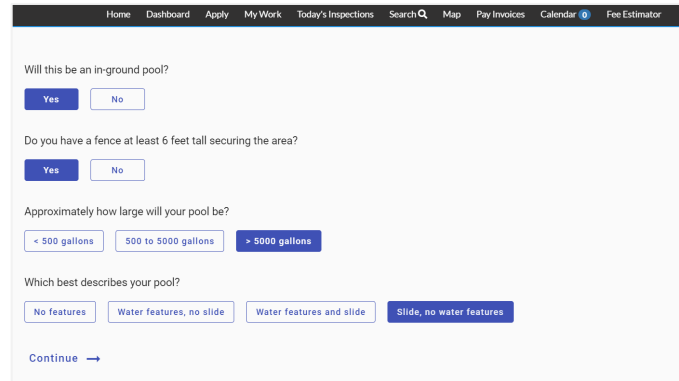
If you already have sites and portals to relay information to and conduct business with constituents, those can be integrated into your Decision Engine flow as well. Or, if you need help creating a site/portal with all the appropriate information, Decision Engine has a custom page builder within the solution that can guide applicants to any additional information they need for more complex processes.
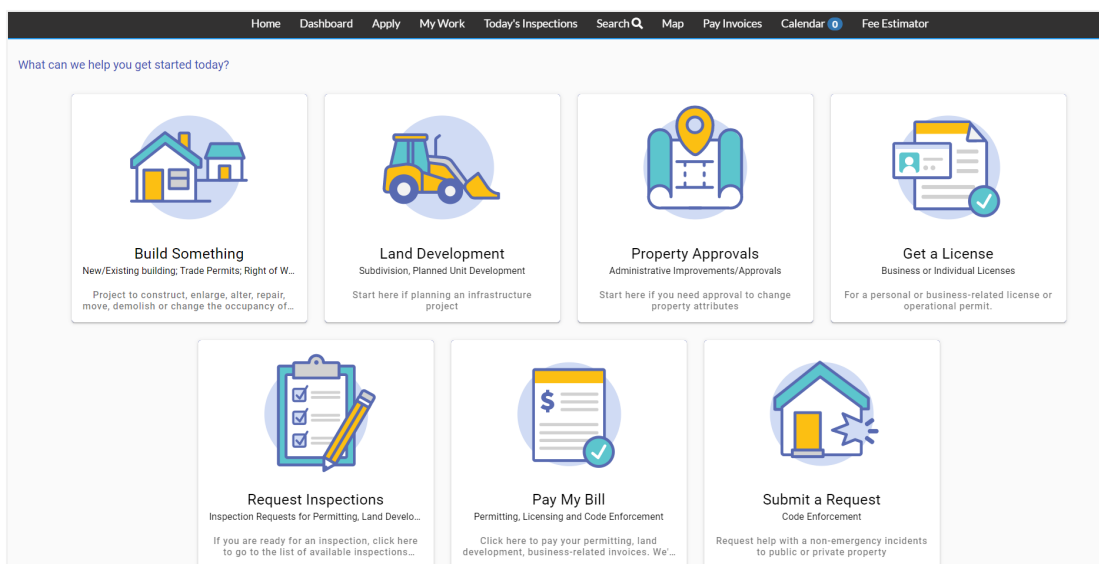
Intuitive Navigation

Decision Engine uses intuitive cards that branch appropriately so that the user can navigate through the complexity of decisions and questions without even knowing the depth of the detail they're answering. You can navigate them through the same questions you ask when they come into your offices, and based on their responses, the solution will **dynamically adjust to fit the appropriate outcome**.

Seamless Integration

Seamlessly integrating with Enterprise Permitting & Licensing's Civic Access portal, you can navigate users between different application types in community development, licensing, and tax, or to initiate a code enforcement request. You can also guide your customer to pay bills, request inspections, submit files, or initiate a pre-application meeting through the Civic Access integration.

eReviews

Powerful Electronic Plan Review Automation

The eReviews extension adds a unique and powerful dimension to the Enterprise Permitting & Licensing platform. This technology allows your agency's plan review and submittal process to be managed within a browser-based paperless environment and easily interfaces with the Permitting & Land Management, Licensing & Regulatory and Asset Management Suites. Users also enjoy collaborative interaction with constituents through seamless integration into the Public ePortal. More importantly, eReviews allows agencies to link the digital review process to GIS (via GIS based on Esri's ArcGIS Server) to allow for geospatial viewing, interaction, and reporting. eReviews is your answer to a more effective review process.

System Features

- Paperless Plan Submission Process

- Powerful and Seamless Workflow Collaboration within the Regulatory Process

- Digital Markups and Approval Stamps

- Analyze Files with Version Overlay Comparisons

- Integration with Bluebeam for plan mark-ups and corrections to digital plan review

- Calibration, Scaling and Snap Functions for Measurements

- Version Control/Comprehensive Audit Trail

- "Approved" Plans Published for Field Inspector Access

- Plans Archived for Agency and Emergency Retrieval

- Departmental Permission and much more

Civic Access

The public's view of local government is vitally important to community development. Citizen demands can push or sink local projects, as well as impact budgets and staff morale.

We understand that maintaining effective communication with your citizens and incorporating them into the community development process is vital to your organization.

Civic Access web portal gives your constituents and contractors dynamic access to information and enables them to perform a wide range of tasks at the click of a button.

Civic Access provides your citizens with 24/7 access to application-related services online. CSS is highly configurable, which enables each district to define the specific information and processes that will be made to your citizens on-line.
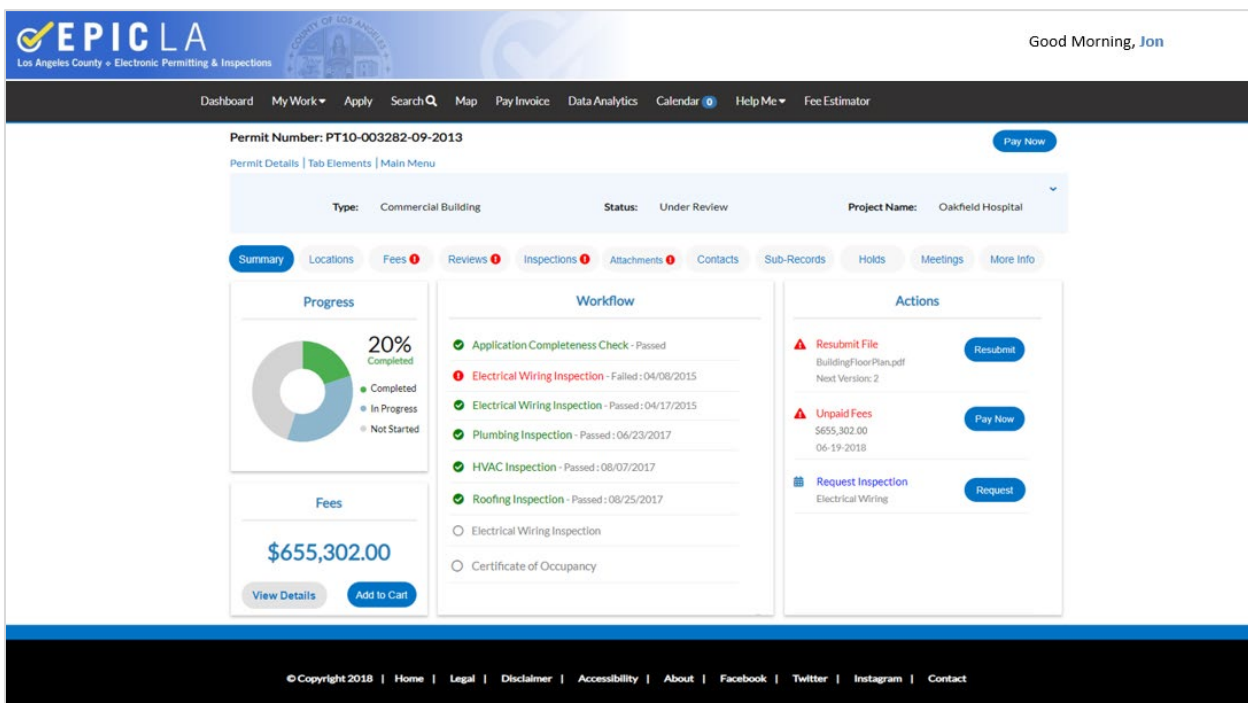
Empower Your Staff

Streamlined Processes

Minimize disruptions by regularly making information available online and enabling citizens and contractors to execute parts of the permitting process online.

Give your staff the ability to take back their day and concentrate on their core responsibilities while streamlining processes such as permit applications, fee payments, and inspection requests.

Take advantage of Civic Access:

- Point-and-click administration interface with extensive configuration tools makes scripting necessary

- Global updates can be quickly and easily changed

- Submittals, requests, and payments are updated in real time

- Prompts and required fields steer applicants to appropriate permit types, preventing incomplete submittals.

Empower Your Constituents

Online tools

Poor and outdated communication can lead to distrust and lack of faith in your organization. Encourage your constituents to use online tools that may be faster and easier than a phone call or visit.

Let your constituents take advantage of Civic Access:

- Powerful search capabilities utilize both Esri GIS and Enterprise Permitting & Licensing data.

- Citizens can start and save permit or plan applications for submittal at a later date.

- Online inspection requests allow contractors to request multiple inspections from numerous job sites on a single screen.

- The shopping cart allows contractors to add itemized invoices at various times and across multiple devices to pay at their convenience.

Enterprise Permitting & Licensing Toolkits & APIs

Enterprise Permitting & Licensing toolkits and APIs are simple tools that provide the opportunity for our clients to create applications and integrations that interact with the Enterprise Permitting & Licensing environment.

Community Development API

This API provides the ability for one to programmatically create, search, view, and update data related to the Community Development suite within the Enterprise Permitting & Licensing environment. For example, using a third-party solution one could use this API to create a new permit, search for an existing permit, view the details of an existing permit, update the existing data on a permit, and much more.

Community Development Suite

Technical Architecture	JSON RESTful Service
Libraries Included	Parcels, Addresses, Permits, Plans, Objects, Inspections,
Description	Access and modify permits, plans, etc. using the JSON RESTful service layer, allowing you to create functional and scalable integrations with external agencies and systems.
Documentation Available	Yes
Limitations	Does not support report creation or printing. The modification of invoices created via the Enterprise Permitting & Licensing application is not supported.

Business Management API

This API provides the ability for one to programmatically create, search, view, and update data related to the Business Management suite within the Enterprise Permitting & Licensing environment. For example, using a third-party solution one could use this API to create a new business license, search for an existing business license, view the details of an existing business license, update the existing data on a business license, and much more.

Business Management Suite

Technical Architecture	JSON RESTful Service
Libraries Included	Parcels, Addresses, Businesses, Business Licenses, Professional Licenses, Inspections, Contacts, Cashiering
Description	Access and modify businesses, licenses, etc. using the JSON RESTful service layer, allowing you to create functional and scalable integrations with external agencies and systems.
Documentation Available	Yes
Limitations	Does not support report creation or printing. The modification of invoices created via the Enterprise Permitting & Licensing application is not supported.

Request & Enforcement Management API

This API provides the ability for one to programmatically create, search, view, and update data related to the Request and Code Enforcement suite within the Enterprise Permitting & Licensing environment. For example, using a third-party solution, a public user may want to create a complaint about his/her neighbor and access details about that request as it moves through the business process, which could even potentially turn into the Enterprise Permitting & Licensing code enforcement case. Use this API to create a new a request, search for an existing request, view the details of an existing request, update the existing data on a request, and much more.

Request & Code Enforcement Suite

Technical Architecture	JSON RESTful Service
Libraries Included	Parcels, Addresses, Requests, Violations, Inspections, Contacts, Cashiering
Description	Access and modify requests, violations, etc. using the JSON RESTful service layer, allowing you to create functional and scalable integrations with external agencies and systems.
Documentation Available	Yes
Limitations	Does not support report creation or printing. The modification of invoices created via the Enterprise Permitting & Licensing application is not supported.

Central Cashiering & General Ledger API

This API provides a way to query invoices and mark them as paid via third-party cashiering systems. While the Credit Card API is more applicable for online transactions, the Central Cashiering API is more applicable for back-office transactions. For example, if a municipal staff member was accessing information in a tool outside of Enterprise Permitting & Licensing, this API would allow for that user to search and pay Enterprise Permitting & Licensing invoices. This API provides the ability to void payments and perform escrow account deposits and withdrawals. Additionally, this API provides the ability to access transactional data from Enterprise Permitting & Licensing for consumption by a financial system.

Central Cashiering & General Ledger

Technical Architecture	JSON RESTful Service
Libraries Included	Contacts, Cashiering
Description	Use the JSON RESTful service layer to integrate with most cashiering applications. Cashiering is supported out of the box. Additionally, use the Cashiering library to pull end of day GL info into financial systems.
Documentation Available	Yes
Limitations	Does not support report creation or printing. The modification of invoices created via the Enterprise Permitting & Licensing application is not supported.

Content Management API

This API is utilized specifically when working with partners that can assist in creating plugins for third-party document management systems. For example, this API allows users to access documents and move documents that are utilized in Enterprise Permitting & Licensing to external document management systems.

Content Management

Technical Architecture	.NET Plug-In
Corresponding Tyler Product	Content Management
Libraries Included	Documents
Description	Implement a .NET plug-in to access and move documents to document management systems. Content Manager is supported out of the box.
Documentation Available	Yes
Limitations	Hosting limitation – clients must be willing to publicly expose their on-premise document management viewer across the internet so that documents are viewable in the hosted environment. Limitation is eliminated if both Enterprise Permitting & Licensing and TCM are hosted by Tyler.

Credit Card Payment API

This API provides the ability for one to programmatically initiate secure online credit card transactions with third-party credit card processors and gateways that are not directly supported within the Enterprise Permitting & Licensing Civic Access web portal. For example, if a user applies for a permit and they need to pay a $100 fee, this API provides the ability for that invoice to be paid using the credit card API as an entry point to initiate the transaction via the communication and processing of a third-party solution. After a transaction has been successfully processed, the corresponding data elements of the affected invoice(s) in Enterprise Permitting & Licensing are updated accordingly, such as the payment date, payment amount, and payment status.

Credit Card Payment Suite

Technical Architecture	JSON RESTful Service
Libraries Included	Cashiering
Description	Implement a .NET plug-in to make credit/debit payments using your merchant provider. Enterprise Permitting & Licensing supports MyGovPay out of the box.
Documentation Available	Yes
Note	Credit/debit card information is not stored in the Enterprise Permitting & Licensing database. Used for online transactions only. Does not include e-Checks.

Enterprise Permitting & Licensing IVR API

This API is used for scenarios where one is trying to perform a variety of inspection request actions in third-party IVR systems. For example, when constructing a new home, different types of inspections are commonly performed as a part of that business process. This API allows for inspection requests to be created, cancelled, and/or modified.

Enterprise Permitting & Licensing IVR Suite

Technical Architecture	JSON RESTful Service
Libraries Included	IVR
Description	Create, cancel, and/or modify inspection requests using the JSON RESTful Service API, allowing you to create functional and scalable integrations with external IVR systems.
Documentation Available	Yes
Note	N/A

SDK Support & Maintenance

Tyler Technologies is pleased to offer support and maintenance in the form of bug fixes and upgrades. Please see our standard support agreement for hours of operation and other details. Additionally, software development level support and assistance are not included; however, this service is available for purchase at an hourly rate. The purchase of a toolkit does not imply any development-related services from Tyler Technologies. Clients should work with their IT staff and Valued Added Resellers (VARs) to develop any necessary applications and/or integrations.

SDK Support & Maintenance

Bug Fixes	Included
Upgrades & Patches	Included
Support Representative	Issue tracking only
Technical Consulting	Available for purchase

Tyler SaaS

With the Tyler Software as a Service (SaaS) solution, we will host and manage the Tyler applications from our facilities. All of your Tyler applications are hosted, maintained, supported and administered on a private cloud by Tyler personnel at our Yarmouth, Maine, or Dallas, Texas, facilities. We manage all regular administrative tasks — including installation, upgrades, support and file maintenance — and ensure all your databases, database servers, operating system, application files and image files are up to date and secure. Users simply access comprehensive Tyler applications and data through a secure Web interface that transmits encrypted data between each client workstation and our dedicated servers. Local governments and schools of all sizes can easily employ this streamlined system, taking advantage of a proven product and doing more with less. No heavy up-front fees, no dedicated IT staff, no maintenance required. It's safe, reliable, affordable and easy to use.

Features

The Tyler SaaS model is reliable, available and secure. There are no code changes to the client or server without proper notification. It offers complete redundancy with no single point of failure. In addition, it utilizes data encryption and Virtual Private Networks (VPN) to transmit all data

- **System Administration**: Tyler performs daily administrative tasks. We address the installation, upgrade, support and file maintenance of the Tyler application and database servers, operating system, database and application files.

- **Security Administration**: Tyler provides secure data transmission paths from each client workstation to the Tyler servers. User Ids, passwords and application access rights for the VPN and the Tyler application are administered by Tyler with the client's final approval.

- **Hardware Performance Maintenance**: Tyler supplies and maintains all necessary hardware required to provide workstation access to the Tyler applications at standard industry performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.

- **Disaster Recovery & Fault Tolerance**: Tyler backs up all system & data files and stores them in a secure off-site location. We have fully redundant telecommunications access, electrical power, and required hardware to provide access to the Tyler applications in the event of a disaster or component failure.

Benefits

- **Easy Budgeting**: The subscription is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Subscribing dramatically lowers initial costs. It provides a consistent quarterly fee that can be easily budgeted for the duration of the agreement.

- **No Secondary Operational Fees**: No additional fees, such as maintenance and support are required

- **Expandable**: Additional Tyler applications are easily added, as needed

Tyler Technical Support

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

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

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.
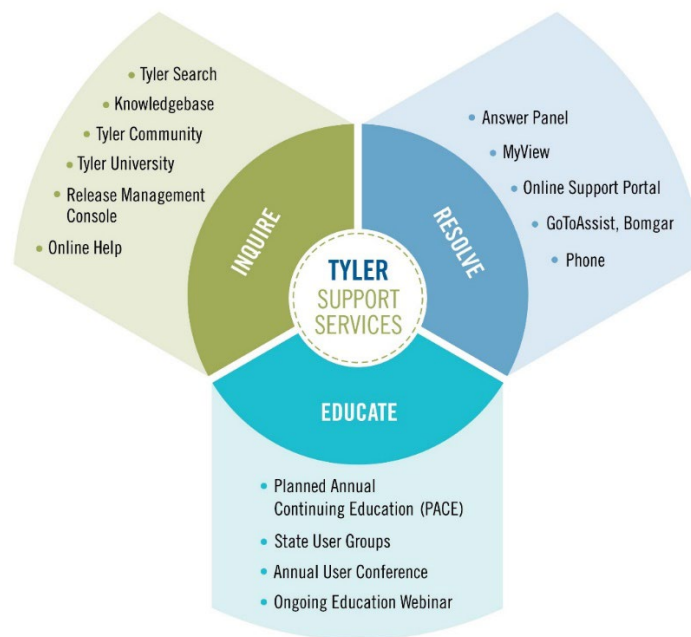
- *Tyler Search* – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service

- *Tyler Knowledgebase* – a documentation library in a single, easily accessible location

- *Tyler Community* – Tyler's online forum available 24/7

- *Tyler University* – Tyler's e-learning solution to enhance support and training of your employees using your data

- *Tyler Release Management Console* – Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues

- *Online Help* – context sensitive field help and procedural information to assist your team in completing program tasks

- *Answer Panel* – As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.

- *MyView* – MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.

- *Online Support Portal* – log or manage incidents and attach documentation and screenshots

- *GoToAssist & Bomgar* – remote assistance from Support used to connect to your desktop

- *Phone* – Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed

- *State User Groups* – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products

- *Annual Conference* – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

Focused by Application

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

Tyler support is available during the local business hours Monday-Friday 8 AM to 5 PM (8 AM – 8PM EST) 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

- Memorial Day

- Martin Luther King Day

- Independence Day

- Labor Day

- Thanksgiving Day

- Day after Thanksgiving

- Christmas Day

Incident Tracking

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description, correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

CRITICAL

Response ~ 1 Business Hour - Resolution within 1 Business Day
Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.

HIGH

Response ~ 4 Business Hours - Resolution within 10 Business Days
A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionaliy is not working.

MEDIUM

Response ~ 1 Business Day - Resolution in Next Release
Issue is non-severe, occasional, or only affects one user, and there is an existing circumvention procedure.

LOW

Response ~ 2 Business Days - Resolution in Future Release
Incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.

Please see Tyler's Terms & Conditions for additional details.

Software Updates & Maintenance

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.

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly.

Exceptions

Tyler Statement Regarding Exceptions to the City of San Carlos's RFP for Community Development Land
Management, Code Compliance & Permitting Application

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 has provided a copy of our standard Terms and Conditions within this response. 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 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 retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential
information and deliverables.

Please see the following pages for exceptions to the City of San Carlos's terms outlined within this RFP.

City of San Carlos, California ("Client")
Tyler's Statement of Exceptions to the Procurement Documents

- **Laws & Regulations:** Tyler, in the performance of services, will comply with all applicable state and federal laws, ordinances, orders, decrees, and regulations. Tyler reserves the right to review and discuss with the Client specific laws and regulations that the Client wishes to incorporate into the final contract. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of execution of the contract. Should laws applicable to Tyler's performance under the contract change post-signature, Tyler reserves the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation.

- **Disclosure:** Client may share Tyler's proposal with consultants assisting the client with the RFP process provided that any such consultants are obligated to maintain the confidentiality of such in information in accordance with applicable law. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.

- **Contract:** Tyler will consider its implementation methodology and its contract to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract is included for your reference. If you ask to incorporate your procurement 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 procurement documentation. Tyler's submission of its Proposal does not waive Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties. Tyler will be obligated to provide products and services only upon execution, and under the terms and conditions, of the mutually negotiated contract between Tyler and the Client. Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

- **Conditions of Payment; Acceptance Testing:** 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 (45) days of invoicing. Software and documentation are delivered electronically. Tyler is willing to negotiate a mutually agreeable acceptance process based on warranted functionality. Any such acceptance process shall include reasonable opportunity for Tyler to correct errors prior to client termination of agreement.

- **Termination:** 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. In the event of any termination, 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.

- **Personnel:** Tyler does not allow client the right to approve project personnel, as Tyler assigns personnel based on experience and availability.

- **Ownership:** We do not agree to work-for-hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

- **Schedule:** Tyler will begin and perform services in accordance with the mutually agreed upon implementation plan schedule.

- Indemnity: 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) from third parties 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 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 Tyler's standard contract.

- Insurance: Tyler has provided its evidence of insurance certificate. Tyler's insurance program is established at a corporate level and is not subject to change for individual customers. While performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability (CGL) of $1,000,000 per occurrence and in the aggregate; (b) Automobile Liability of $1,000,000 combined single limit; (c) Professional Liability of $1,000,000; (d) Workers' Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of $5,000,000 per occurrence and in the aggregate. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurance coverage is evidenced using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Copies of Tyler's insurance policies are made available only 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 caused, in whole or in part, by Tyler as respects 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 are caused, in whole or in part, by Tyler as respects the contract. 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 or non-renewal, or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof unless replaced. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed. Tyler agrees to provide coverage for claims made policies for at least three (3) years following completion of work. Any changes to insurance requirements following execution of an agreement must be mutually agreed.

- Assignment: 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.

- Attorney's Fees: Tyler prefers that a court of competent jurisdiction determine liability for attorney's fees.

- Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.

- Compliance with RFP: Tyler's Proposal complies with and is subject to the RFP's terms**, except as modified by, taken exception to, and as otherwise provided in Tyler's Proposal**.

Clarifications and Understandings

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

SOFTWARE AS A SERVICE AGREEMENT

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 Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means INSERT CLIENT NAME.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.

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

SECTION B – SAAS SERVICES

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

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of

Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

   6.4 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.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

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

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

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. <u>Cancellation</u>. 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. <u>Services Warranty</u>. 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. <u>Site Access and Requirements</u>. 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. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

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

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our

control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. 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. <u>Termination</u>. 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 <u>Failure to Pay SaaS Fees</u>. 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 <u>For Cause</u>. 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 <u>Force Majeure</u>. 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 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.
   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

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

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

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

4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. 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. <u>Insurance</u>. 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. <u>Additional Products and Services</u>. 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. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. <u>Taxes</u>. 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. <u>Nondiscrimination</u>. 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. <u>E-Verify</u>. 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. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. <u>Binding Effect; No Assignment</u>. 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. <u>Force Majeure</u>. 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. <u>No Intended Third Party Beneficiaries</u>. 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. <u>Entire Agreement; Amendment</u>. 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. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. 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. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues.   If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.

20. 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.

21. 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.

22. 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.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

Section 8: Additional Data

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
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

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

Tyler Technologies, Inc.	INSERT CLIENT NAME
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Address for Notices:

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

Address for Notices:

INSERT CLIENT NAME
CLIENT ADDRESS
ADDRESS
Attention: _____

Exhibit A

Investment Summary

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

Tyler sales quotation to be inserted prior to Agreement execution.

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. <u>SaaS Fees</u>. 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. <u>Other Tyler Software and Services</u>.
   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
   2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the

initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

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

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

   3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

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

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; 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.

6. 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.[1]

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

---

[1] USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A.   Reservations & Tickets

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

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

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

   B.   Baggage Fees

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

   • Up to five (5) days = one (1) checked bag

   • Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A.   Private Automobile

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

   B.   Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees

should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C.   Public Transportation

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

D.   Parking & Tolls

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

3.   Lodging

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

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

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

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

4.   Meals and Incidental Expenses

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

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

A.   Overnight Travel

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

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner
<u>Return Day</u>	
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%

Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C

Service Level Agreement

I.   **Agreement Overview**

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

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

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

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

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

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

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

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

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

III.   **Service Availability**

      a.   Your Responsibilities

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

      b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. <u>Client Relief</u>

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

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

IV. **Maintenance Notifications**

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a

Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

Priority Level	Characteristics of Support Incident	Resolution Targets[*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

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

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

Incident Escalation

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

Remote Support Tool

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

Exhibit D
Third Party Terms

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit D

Schedule 1

Hyperlinked Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/mobileeyes-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants

- Online Dispute Resolution

- Enterprise Justice Notifications Add On (text notifications)

- Absence & Substitute

- Notify

- Enterprise Jury Manager

- Enterprise Supervision

- Virtual Court

Exhibit D

Schedule 2

DocOrigin Terms

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

DocOrigin

SOFTWARE LICENSE

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

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

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

1. **LICENSE TERMS**

1.1   In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2   **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3   **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

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

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

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

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) Eclipse Corporation 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. Eclipse Corporation 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 Eclipse Corporation 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 Eclipse Corporation 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 ECLIPSE CORPORATION 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 ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION 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. **INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

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

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

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION 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 ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. **TERM AND TERMINATION**

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

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

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

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E

Statement of Work

Statement of Work to be inserted prior to Agreement execution.

ACORD®	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 04/07/2023

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 have ADDITIONAL INSURED provisions or 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 MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-GAWXC-GAWXC-23	CONTACT NAME: ...
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : Sentinel Insurance Company	11000
	INSURER E : QBE Specialty Insurance Company	11515
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-011495459-06 **REVISION NUMBER:** 4

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	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY X ANY AUTO			10 UEN DI9897	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 25,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 25,000,000
	☐ DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability Cyber Protection			130001996	12/17/2021	06/17/2023	Limit:	5,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Tyler Technologies 5101 Tennyson Parkway Plano, TX 75024	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 *Marsh USA LLC*

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED
MARSH USA, LLC.	Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER	
CARRIER	**NAIC CODE**	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25   **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

ACORD 101 (2008/01)

Section 9: Contract Performance

On average, Tyler adds 11 new clients each week, and we have a 98% client retention rate. In the past five years, ten Enterprise Permitting & Licensing customers have opted to terminate their relationship with Tyler for reasons other than non-appropriation or non-renewal. That decision was mutually agreed to by Tyler without either party admitting liability. Those customers, and the year in which the termination took effect, are:

Clients marked with an ****** remained Tyler Clients on other software products at the time of termination.
- 2023
  - Montgomery County, MD**
  - City of Lucas, TX
  - St. John's County, FL **
- 2022
  - Millcreek, UT**
  - City of Yonkers, NY**
- 2021
  - Yolo County, CA**
- 2020
  - West Lake Hills, TX
- 2019
  - Milwaukie, OR**
  - Birmingham, AL**
- 2018
  - Sandy, OR**

Section 10: Vendor's Recommended Architecture and Hardware Requirements

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.