tyler technologies

The Town of Kenneth City, Florida
Turn-Key Accounting/Finance Staffing and ERP Technology
RFP #2022-04

Friday, September 9, 2022

Tami Bates - Senior Account Representative
5519 53rd Street, Lubbock, TX 79414
Phone: 800.772.2260 ext: 5375
Email: Tami.Bates@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.

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

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Friday, September 9, 2022

The Town of Kenneth City, Florida
Jocilyn Martinez, Town Clerk
Town Clerk's Office, Town Hall
6000 54th Avenue North
Kenneth City, FL 33709

Dear Jocilyn Martinez,

Tyler Technologies, Inc. (Tyler) is pleased to offer this proposal in response to the Town of Kenneth City, Florida's RFP for Turn-Key Accounting/Finance Staffing and ERP Technology. We are confident that Tyler's ERP Pro powered by Incode solution brings the right mix of resources, experience, and technology to foster an environment for success.

The Town of Kenneth City has partnered with Tyler since 2008 with the implementation of the FundBalance software and we take this long-term partnership very seriously. After carefully reviewing the project goals and objectives defined within the RFP, we've prepared a proposal that leverages your existing investment while smoothly converting your historical data into Tyler's latest ERP Pro SaaS solution. ERP Pro is designed to work smarter and simplify workflow; allow access to important, relevant information on demand; and stay connected wherever work takes you. ERP Pro in the Cloud eliminates worry about aging technology, security, infrastructure maintenance, or hardware and software costs. This helps reduce security risks, keeps your software and processes up to date, and minimizes onsite IT burdens. While Tyler Technologies does not currently provide outsourced staffing, our consultants are prepared to train and support your team to implement and operate ERP Pro efficiently and effectively.

Nearly 8,000 of our clients rely on Tyler's cloud-based options to host their data and Tyler software solutions. We believe this deep expertise in local government as well as the Town's existing systems and processes gives us an advantage no other vendor can provide, and we'd welcome the opportunity to discuss this with you more.

This proposal and cost schedule is valid and binding for 180 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.

We appreciate the opportunity to continue to work with the Town of Kenneth City. If you have any questions, please contact Tami Bates, your Senior Account Representative at 863.835.1363 or via email at Tami.Bates@tylertech.com for more information.

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

Respectfully submitted,

Dane Womble
President – Local Government Division, Tyler Technologies, Inc.
Tax ID # 75-2303920

Candidate's Information & Certification

In response to the Town of Kenneth City, Florida's RFP, Tyler is proposing its ERP Pro powered by Incode 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 Town's complex needs.

Choice

Though the Town of Kenneth City, Florida 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 Town 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.

Tyler's ERP Pro Solution

The ERP Pro solution consists of more than fifty integrated modules. These software applications are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. The modular design of the software allows customers the benefit of growing into Tyler's applications by adding modules when the time is right.

Consistent integration among Tyler applications has always been a priority and a key benefit to organizations looking to improve their business practices. Consequently, all products in this proposal are designed and supported by Tyler or one of our Business Partners with seamless integration between applications.

Benefits:

- Strength and stability: we've been providing ERP Pro to local governments throughout the US since 1981
- Upgrade when it makes sense for you, at no additional cost
- Pick-and-choose the modules that fit your needs and budget
- Efficient workflow capabilities are user-defined and customized
- User-friendly workspaces that are customizable based on individual roles

Objectives & Scope

At Tyler, we are uniquely qualified to meet the needs of the Town 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 Town'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 The Town of Kenneth City, Florida'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

What Sets Tyler Apart

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

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 its 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 more clearly identify to our customers the best business practices of the public sector. Our approach to implementation will inevitably result in a project with a greater definition of both cost 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 Town 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, we offer Software as a Service model. While others may offer this service, they typically outsource the data center to a 3rd party. Tyler owns and operates its own datacenters located in Yarmouth, ME and Plano, TX.

Fifth, if there are modifications to be delivered through the implementation process, it is important to note that these modifications for the Town 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.

Commitment

At Tyler, we are uniquely qualified to meet the needs of the Town 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 Town 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 Town of Kenneth City, Florida 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 Town of Kenneth City, Florida in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

Firm's Qualifications and Experience

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 12,000 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, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

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

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 12,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations
- Client retention rate of 98%

- 6,600+ employees

- Annual revenues of $1.59 billion (2021)

- Reinvestment of $120M 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, 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 37 consecutive quarters of profitability, and a total revenue for 2021 of $1.59 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
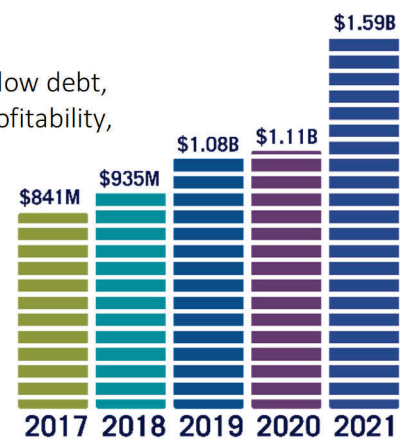
Strategic Partnerships

Partnering with Microsoft

Tyler enjoys a multifaceted relationship with Microsoft — Microsoft Partner Network, managed partner, and member of a strategic development alliance. As a member of the Microsoft Partner Network, Tyler has earned several Microsoft competencies, including several Gold Competencies. A gold competency demonstrates best-in-class expertise and proficiency within Microsoft's marketplace and is evidence of deep, consistent commitment to a Microsoft business solution. Tyler's gold competency also carries the distinction of being among only one percent of Microsoft partners worldwide that have attained this degree of competency.

Tyler is also a Microsoft Independent Software Vendor (ISV) managed partner — less than five percent of all Microsoft partners are managed. Microsoft awards this status to companies who meet a stringent set of requirements. Tyler was also selected as the Public Sector ERP partner of the year in 2011.

In 2007, Tyler and Microsoft announced a strategic alliance to jointly develop core public sector functionality for Microsoft Dynamics AX® to address the unique needs of public sector organizations worldwide.

Partnering with Esri

Tyler is an Esri Gold Tier partner, which designates Tyler as an industry leading provider of geospatial solutions and services. As a Gold Tier partner, Esri recognizes Tyler's commitment to providing enhanced technical and sales support, collaborative engagement, and a national and multinational focus.

Multiple Tyler solutions use Esri technology, including suites in appraisal and tax; planning, permitting, and licensing; public safety; and school transportation. Tyler has been an Esri partner for more than a decade.

Amazon Web Services (AWS)

Tyler has a strategic collaborative agreement with Amazon Web Services (AWS) for cloud services, which allows Tyler to leverage the AWS cloud in a way that will help our public sector clients deliver better services and experiences to their communities.

The strategic collaboration with AWS lays the groundwork for the future of cloud services for the public sector. It is also essential to delivering on the promise and potential of Connected Communities, as it provides the framework for development, training, and collaboration to support next-generation applications that have the scalability, resiliency, and security AWS offers.

Through the collaboration, Tyler draws from AWS's advanced cloud platform expertise and innovation to develop technologies for the public sector that will enable governments to use data as a strategic asset in the design, management, and delivery of programs.

Cloud Security Alliance

The Cloud Security Alliance is a not-for-profit organization with a mission to promote the use of best practices for providing security assurance within cloud computing, and to provide education on the uses of cloud computing to help secure all other forms of computing. The Cloud Security Alliance is led by a broad coalition of industry practitioners, corporations, associations, and other key stakeholders.

International Associate of Privacy Professionals (IAPP)

The International Association of Privacy Professionals (IAPP) is the largest and most comprehensive global information privacy community and resource with more than 20,000 members in 83 countries, helping practitioners develop and advance their careers and organizations manage and protect their data. Founded in 2000, the IAPP is a not-for-profit association that helps define, support, and improve the privacy profession globally.

Dedicated Workforce

Tyler Technologies has more than 6,600+ employees with more than 900 of those solely devoted to the proposed products and services. Employees within the Tyler family share a common enthusiasm for serving organizations in the public sector.

Tyler's training and support staff for our proposed products and services includes experienced developers, installers, consultants, industry professionals, and certified network technicians. Their commitment to excellence, quality training, and support is second-to-none.
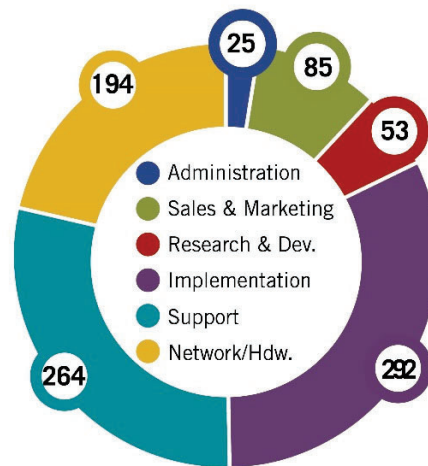
Industry Leadership

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

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

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 27,000 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

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

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.

Proposed Finance Professional(s) Qualifications & Experience

Tyler Resources

Sample Resumes

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions.

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

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

Project Managers

	Brittany T., Senior Project Manager
Tenure	Employee since May 2017
Experience	As a Senior Project Manager, Brittany uses her years of combined Utility Billing and Financials/Payroll implementations, to guide projects to their completion.
Education	Texas Tech University, Bachelor of Business Administration – Business Management
Reference Projects	Addison Township, IL Plattsburgh, NY West Valley Water District, CA

	Geri T., Senior Project Manager
Tenure	Employee since September 2004
Experience	Geri has more than 40 years of computer operations, government finance and Tyler software experience.
Education	Iowa State University, Bachelor of Business Administration – Information Systems Management
Reference Projects	Maggie Valley, NC Crowley County, CO Elgin, TX

	Kathy W., Senior Project Manager
Tenure	Employee since February 2020

Experience	More than 20 years of experience in project management, accounting, and local government enhance Kathy's ability to guide her clients through their project implementation.
Education	University of Dubuque – Master of Business Administration
Reference Projects	Willow Park, TX
	Onalaska Water Supply Corps, TX

Alphonzo C., Project Manager

Tenure	Employee since October 2019
Experience	A Project Manager since 2014, Alphonzo uses his strong background to streamline the implementation process, analyze complex issues and quickly develop effective solutions. Alphonzo's solid understanding of software functionality helps him communicate effectively with client executives and their respective teams.
Education	Morehouse College, Bachelor of Business Administration – Marketing
Reference Projects	Garden City, CO
	Key Biscayne, FL
	Rio Communities, NM

Agnieszka H., Project Manager

Tenure	Employee since July 2019
Experience	As a Project Manager, Agnieszka uses her background and knowledge obtained from working with various Financial and international organizations. Agnieszka has 10 years of software implementation and project management experience.
Education	Polish-Japanese Institute of Computer Science – Bachelor of Science in Software Engineering and Database Project Management
	Cyprus International Institute of Management – Master of Business in Administration
Reference Projects	Overton, TX
	Fannin, TX
	Mammoth Community Water District, CA
	Brawley, CA
	Bay Village, OH
	Hardin County Water District #1, KY

Ashley H., Team Lead

Tenure	Employee since September 2011
Experience	Ashley has worked with Tyler as a Tyler Support Specialist, Support Analyst, Project Manager, and Project Management Team Lead. Ashley's experience allows her to manage multiple types of projects to ensure that all resources are utilized, the project stays on budget and on schedule, and all contract requirements are delivered.
Education	Texas Tech University – Bachelor of Business Administration – Business Management
Reference Projects	Deer Park, TX
	Lake Placid, NY

Beaumont, CA
Moore, OK

Alyssa W., Senior Project Manager

Tenure	Employee since January 2012
Experience	As a Project Manager, Alyssa uses her background and knowledge obtained from working in customer service industries and Tyler support to assist clients through a smooth implementation. Alyssa has worked on projects large and small from all lines of ERP Pro.
Education	Simpson College, Bachelor of Science – Marketing with minor in Management
Reference Projects	Breckenridge, MN Bethany, MO Wylie, TX

Nancy B., Project Manager

Tenure	Employee since August 1989
Experience	Nancy's experience in software support, implementation and training, along with years of experience in project accounting provide a wealth of knowledge on the implementation process.
Education	University of South Dakota, Bachelor of Business Administration – Accounting
Reference Projects	Washington, NC Elizabeth City, NC Monroe, GA San Mateo County Harbor District, CA Wilton, IA Palmview, TX

Melinda H., Senior Project Manager

Tenure	Employee since February 2020
Experience	As a Project Manager for the last 9 years, Melinda uses her experience to guide combined Utility Billing and Financials/Payroll implementations to their completion. Melinda is skilled in all project stages from initiation to closure as well as other key project management activities such as stakeholder engagement, change management strategies, risk assessment, and leadership.
Education	University of South Alabama – BA Certified Project Management Professional (PMP) – Project Management Institute, 2017
Reference Projects	Johnson County Special Utility District Lago Vista, TX Maiden, NC

Nicholas R., Project Manager

Tenure	Employee since February 2021

Experience   As a Project Manager, Nick has used his experience to guide combined Utility Billing and Financials/Payroll implementations to their completion. Nick is skilled in all project stages from initiation to closure as well as other key project management activities such as stakeholder engagement, change management strategies, risk assessment, and leadership.

Education   University of Colorado at Boulder – BS

Reference Projects   City of Kechi, KS
Island Water Association Inc., FL
Cavalier, ND

Kecia C., Project Manager, PMP

Tenure   Employee since January 2022

Experience   As a Project Manager Kecia uses her experience to guide combined Utility Billing and Financials/Payroll implementations to their completion. Kecia is skilled in all project stages from initiation to closure as well as other key project management activities such as stakeholder engagement, change management strategies, risk assessment, and leadership.

Education   University of South Alabama – Bachelor of Science in Computer Information Science, Minor in Business Administration
Project Management Institute – Certified PMP (2017)

Reference Projects   Little Blue Valley Sewer District, MO
Swansboro, NC
Kennesaw, GA

Anais C., Project Manager

Tenure   Employee since December 2021

Experience   As a Project Manager Anais uses her experience to guide combined Utility Billing and Financials/Payroll implementations to their completion. Anais is skilled in all project stages from initiation to closure as well as other key project management activities such as stakeholder engagement, change management strategies, risk assessment, and leadership.

Education   Texas Tech University – Bachelor of Business Administration, Management
West Texas A&M University – Master of Business Administration
Project Management Institute – Certified PMP (2017)

Reference Projects   Park Rapids, MN
Sherman County, TX
Waste Commission of Scott County, IA

Implementation Consultants

Kristina B., Senior Implementation Consultant – Professional Services

Tenure   Employee since 2018

Experience   15 years of fund Accounting experience working with or for Governmental Agencies

Education   Lake Superior State University - Bachelor of Science – Accountancy (2003)

Reference Projects   North Central Solid Waste Authority Espanola, NM

Steve C., Senior Implementation Consultant – Professional Services

Tenure	Employee since 2008
Experience	14 years as the owner of Choice Computing installing networks, hardware, and accounting software
Education	Texas Tech University – Bachelor of Arts – Telecommunications (1976)
Reference Projects	Ward County, TX
	Washington, NC
	Park Dist. La Grange, IL
	Pershing County, NV
	Healdsburg, CA

Landry P., Implementation Consultant

Tenure	Employee since May 2015
Experience	As a tenured Implementation Consultant, Landry uses his extensive knowledge of client needs acquired from working in Financial software implementations, and Human Resources experience. This allows him to assist clients with configuration, train them on use of the software, and helps guide their projects to completion.
Education	Lubbock Christian University, Bachelor of Arts – Visual Communications
Reference Projects	Yakima Neighborhood Health Services, WA
	Oneida, NY
	Battleground, WA

Laurel S., Senior Implementation Consultant

Tenure	Employee since March 2018
Experience	Laurel's teaching and customer service background give her an excellent foundation for understanding her clients and helping them choose the best path forward.
Education	Texas Tech University, Bachelor of Business Administration – Accounting, Finance, Business Economics
Reference Projects	Tarboro, NC
	West Travis County Public Utility Authority, TX
	Downers Grove, IL

Amanda K., Implementation Consultant

Tenure	Employee since 2020
Experience	Over 10 years of Community Development experience in multiple levels of municipalities in Minnesota. Program Manager and Trainer to help clients reach their goals by learning new skills. In addition to managing county, state, and city community development programs, Amanda maintained budgets, projects, and personnel management. Versed in Licensing, Permits, Code Enforcement, Accounts Receivable, Cemetery, Sales Tax and Utility Billing. As an Implementation Consultant, Amanda's goal is to assist all clients and their customers in making the transition to

new software as smooth as possible with consistent communication and feedback.

Education	Brandman University – Bachelor of Social Science
Reference Projects	Nolensville, TN
	Moultrie, GA
	Gloversville, NY
	Angel Fire, NM
	Seminole, TX
	Lincoln County, GA
	Madison, SD

Jayme F., Implementation Consultant

Tenure	Employee since May 2011
Experience	As an Implementation Consultant, Jayme has been implementing software since 2006. She uses this background to analyze complex issues and quickly develop solutions. With over 150 projects implemented at Tyler, Jayme has a great mixture of customer service skills and knowledge of Tyler processes to help ensure a smooth implementation of the project.
Education	Texas Tech University – Bachelor of Science – Education, All Level Teaching Certification, Physical Education/Health
Reference Projects	Monroe, GA
	Elizabeth City, NC
	Washington, NC
	The Hills, TX
	Greenwood CPW, NC

Rachel S., Implementation Consultant

Tenure	Employee since 2020
Experience	As an Implementation Consultant, Rachel has been working in Community Development since 2002 including Business License, Building Permits, and Code Enforcement. Prior to her current position at Tyler, Rachel acted as the Business Tax Official and Permit Supervisor for the City of West Palm Beach, FL. Rachel also implements the Utility Billing, Cashiering, Accounts Receivable and Sales Tax modules.
Education	Florida International University – Bachelor of Science – Communications
Reference Projects	Palmview, TX
	Atlantis, FL
	Helen, GA
	Camilla, GA
	Pecos, TX
	Itasca, IL
	Osseo, MN
	Bellmead, TX
	Dublin, GA
	Westworth Village, TX

Proposed Finance Professional(s) Qualifications & Experience

Alex S., Implementation Consultant & Conversion Analyst

Tenure	Employee since June 2020
Experience	Alex has over 13 years of experience in supporting and implementing utility billing software for public and private sector utility clients. As a support representative, she assisted clients in resolving issues; developing best practices and reconfiguring the software for new guidelines; and implementing & troubleshooting various 3rd party printers, address certification, meter interfaces and payment merchants. In software implementation, Alex studied ordinances to ensure that she configured billing rates as defined, analyzed data to identify potential issues, and trained & supported clients through testing processes and software transition. Using her tools for success, her propensity for analysis and organization and an ever-growing list of knowledge and skills, Alex aims to leave every client happy in their decision to choose Tyler Technologies.
Education	Arkansas State University - Bachelor of Science in Computer Information Technology
Reference Projects	SS Water Supply Corp, TX City of Herrin, IL Village of Ada, OH

Cassandra R., Implementation Consultant & Conversion Analyst

Tenure	Employee since 2014
Experience	As an Implementation Consultant and Conversion Analyst, she uses her previous Tyler experience to provide clients with her expertise in Utility Billing, with an extra passion for our software and excitement for helping new clients use our products efficiently. Cassandra previously worked as an Interface Specialist at Tyler, where she specialized in meter interfaces, UBO, credit cards, and training clients how to use these features. Prior to Interface, Cassandra worked as a Support Representative where she began her career with Tyler Technologies and gained her foundational knowledge of the industry, the clients we serve, and the software services we provide.
Education	Texas Tech University - M.S. in Physician Assistant Studies and B.A. in Spanish
Reference Projects	Wylie Northeast SUD, TX Elgin, TX Fairburn, GA Jasper, GA Lake Park, GA Conover, NC

Data Experts

Ben L., Lead Conversion Analyst

Tenure	Employee since 2015
Experience	Ben has over 15 years of Utility Billing experience as an implementation consultant, director of operations, head of support, senior conversion

analyst, and team lead. Duties of these roles have required training and product demonstrations as well as hardware installation, software configuration, rate analysis, data review, reporting, form customization, meter interfacing, software development, and bill value comparison. Ben utilizes his many years of experience to ensure his clients are successful.

Education	Texas Tech University – Bachelor of Business Administration in Information Technology specializing in Systems Management
Reference Projects	Itasca, IL
	Friendswood, TX
	Seal Beach, CA
	Ballston, NY
	Fortuna, CA

Kashif R., Senior Conversion Analyst

Tenure	Employee since July 2013
Experience	Kashif has over 19 years of successful experience in software implementations, conversion analysis, project management, and leadership roles with recognized strengths in the local government utility-billing and financial applications, processes, and resource management.
Education	Arkansas State University - Bachelor of Science in Management Information Systems with emphasis on Data and Telecommunications
Reference Projects	Elizabeth City, NC
	Tuolumne Utility District, CA
	Champlin, MN
	Logansport, IN
	Monroe, GA
	Cairo, GA

Kim S., Conversion Analyst

Tenure	Employee since November 2013
Experience	As a Conversion Analyst, Kim uses her utility billing software knowledge to help discover and implement client needs. Kim is proficient in Meter Interface processes, implementation, and support as she previously worked as an Interface Specialist. Her ability to analyze information and attention to detail are what help her make certain a client's implementation is a success.
Education	Texas Tech University – Bachelor of Science - Biology
Reference Projects	Thief River Falls, MN
	Byron, GA
	City of Anamosa, IA
	Town of Crested Butte, CO

Lance J., Conversion Analyst

Tenure	Employee since 2010
Experience	As a Conversion Analyst, Lance draws on his 12 years of experience in both software implementations and customer support to evaluate client needs and devise solutions to challenging problems. His previous roles as

a support specialist and support analyst have given him a thorough understanding of Tyler products and customer concerns, which allow him to ensure successful implementations.

Education   Texas Tech University - Bachelor of Arts - Spanish
Texas Tech University - Master of Business Administration - General Business

Reference Projects   Island Water Association, FL
Flowood, MS
Claremont, NC

Devinne M., Conversion Developer

Tenure   Employee since June 2021

Experience   Devinne comes to Tyler with over 3 years of conversion programming experience in the small government software sector.

Education   Dakota Wesleyan University - Bachelor of Science in Mathematics - Concentration in Actuarial Sciences; Minor in Business Administration

Reference Projects   Kyle, TX
Avon, CO
Danville Sanitary District, IL

Derek C., Conversion Engineer

Tenure   Employee since May 2019

Experience   Derek is proficient in several programming languages. His high regard to data integrity and detail helps deliver successful conversions.

Education   Rocky Mountain College - Bachelor of Science (Computer Science, high honors)

Reference Projects   Tarentum Borough, PA
Elgin, TX
Thief River Falls, MN

Kevin B., Conversion Engineer

Tenure   Employee since November 2014

Experience   Kevin has taken 50+ projects live in his tenure with Tyler. In addition to the Utility Billing module, he has also completed Business License and Building Permits conversions.

Education   **University of Colorado, Boulder - BS Computer Science**

Reference Projects   Columbia, IL
Harrisonville, MO
Camilla, GA

Training Team

Mia M., Curriculum Developer & Trainer

Tenure   Employee since September 2011

Experience Mia combines her previous experience with Tyler in Development and Support with her public accounting and auditing experience to develop and maintain training curriculum. She is constantly looking for the best way to train our clients and use Tyler Software to make their business processes more efficient.

Education Texas Tech University, Bachelor of Business Administration – Accounting Tarleton State University, Master of Science – Management Certified Public Accountant in Texas and Oklahoma

Reference Projects City of Bay Village, OH
City of Catoosa, OK
Jamestown Parks and Recreation District, ND
City of Brawley, CA

Shara H., Senior Curriculum Developer & Trainer

Tenure Employee since June 2006

Experience Shara's journey at Tyler has taken her through Support, Development, and Implementation. In her current role here at Tyler as a Curriculum Developer & Software Trainer, she has the pleasure of training new and existing clients on the ERP Pro and ERP Pro products. She uses her business knowledge as well as her product knowledge of Tyler to guide users through the training courses on different applications while sharing examples of when and how the software can best be used for their scenario.

Shanna M., Training Specialist

Tenure Employee since August 2019

Experience Shanna's teaching career allows her to play a vital role in the development and implementation of our New Employee Training Program for ERP Pro Utility Billing. Her ability to connect with clients during remote training sessions has proven to create a comfortable learning atmosphere in which clients can thrive.

Education Texas Woman's University, Masters in Teaching Northwood University, Bachelor of Marketing/Management and Associate in Advertising

Reference Projects City of Republic, MO
Glenville, NY
Gridley, CA

Miguel Z., Senior Software Trainer

Tenure Employee since May 2014

Experience Miguel has 7 years of experience in software implementation and production as a Trainer, Consultant, and Business Analyst and 8 years of experience in government finance as an Accountant.

Education Grand Canyon University, Bachelor of Science – Finance and Economics

Reference Projects City of Buckeye, AZ
Kennewick Irrigation District, WA
City of Oregon City, OR

Proposed Finance Professional(s) Qualifications & Experience

Augusta M., Training Specialist

Tenure	Employee since August 2018
Experience	As an Implementation Trainer, Augusta uses her two years of ERP Pro experience as a client, paired with her accounting education and skills learned at Tyler to conduct several different types of trainings in a live atmosphere to new and existing clients. Augusta possesses strong presentation and people skills to capture her audiences for the 4-hour segments.
Education	University of North Alabama - Masters in Business Administration (accounting concentration)- 2020
Reference Projects	Scottsboro, AL Columbiana, AL Clemson, SC

Ashley S., Senior Software Trainer

Tenure	Employee since January 2013
Experience	Ashley has over 8 years of experience in LGD Professional Services and 7 years as a Bank Internal Auditor. As an Implementation Trainer, Ashley uses her 5 years of experience as an ERP Pro Financial Implementation Consultant to provide high quality and thorough learning experience for the client. Through experience and formal training, Ashley has excellent analytical and communication skills that allow her to provide training, implementation work, and tutoring to clients and internal staff as needed.
Education	Texas Tech University – Bachelor of Business Administration in Finance
Reference Projects	Bosque County, TX Bolivar, MO Justin, TX Sabine River Authority

# Project Implementation Strategy

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.
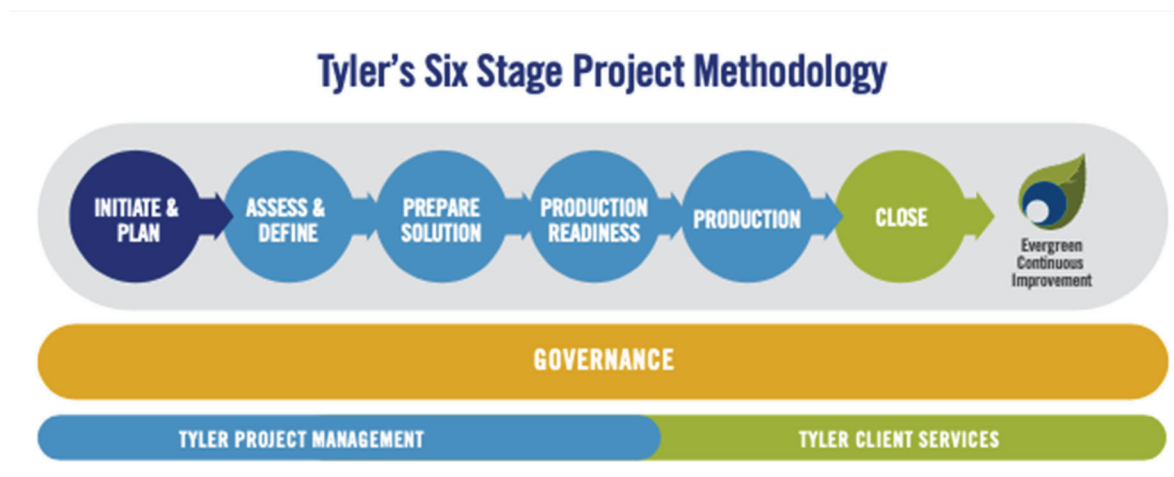
The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both clients and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that clients and Tyler Project teams work collaboratively 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 as illustrated in the graphic below.

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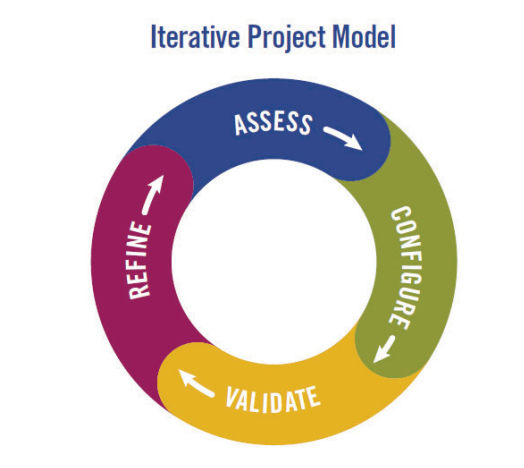
The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Work Breakdown Structure

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

Work Breakdown Structure (WBS)
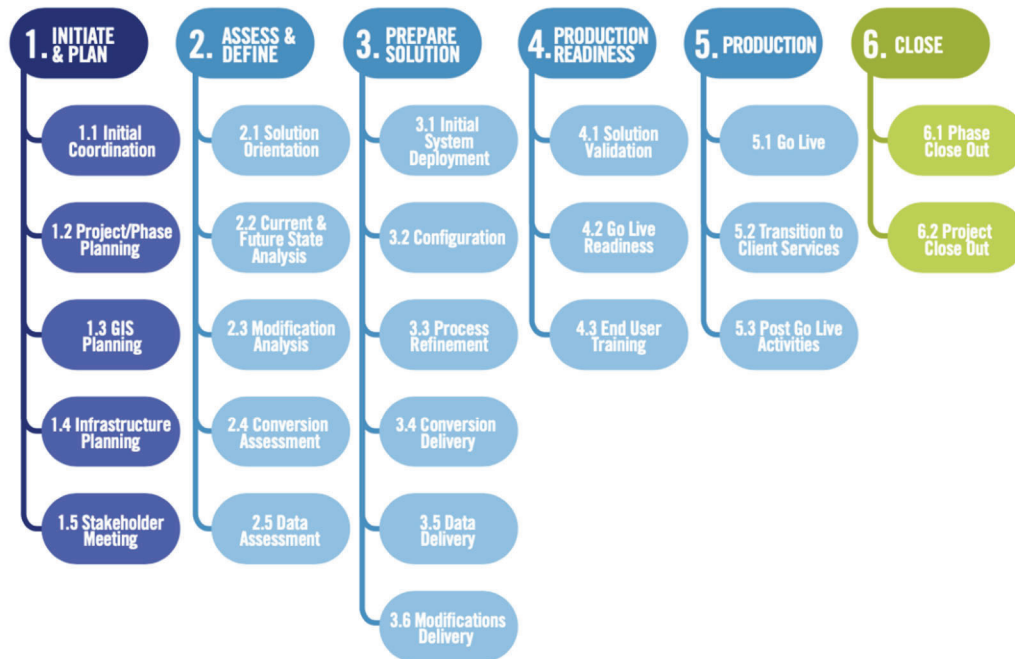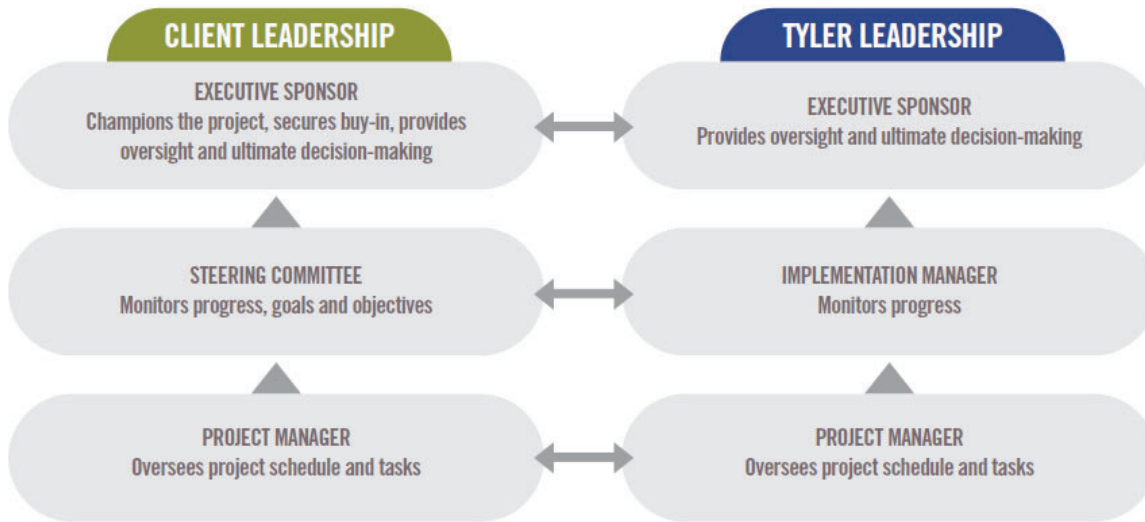

Project Governance

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

CLIENT LEADERSHIP

EXECUTIVE SPONSOR
Champions the project, secures buy-in, provides oversight and ultimate decision-making

STEERING COMMITTEE
Monitors progress, goals and objectives

PROJECT MANAGER
Oversees project schedule and tasks

TYLER LEADERSHIP

EXECUTIVE SPONSOR
Provides oversight and ultimate decision-making

IMPLEMENTATION MANAGER
Monitors progress

PROJECT MANAGER
Oversees project schedule and tasks

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.
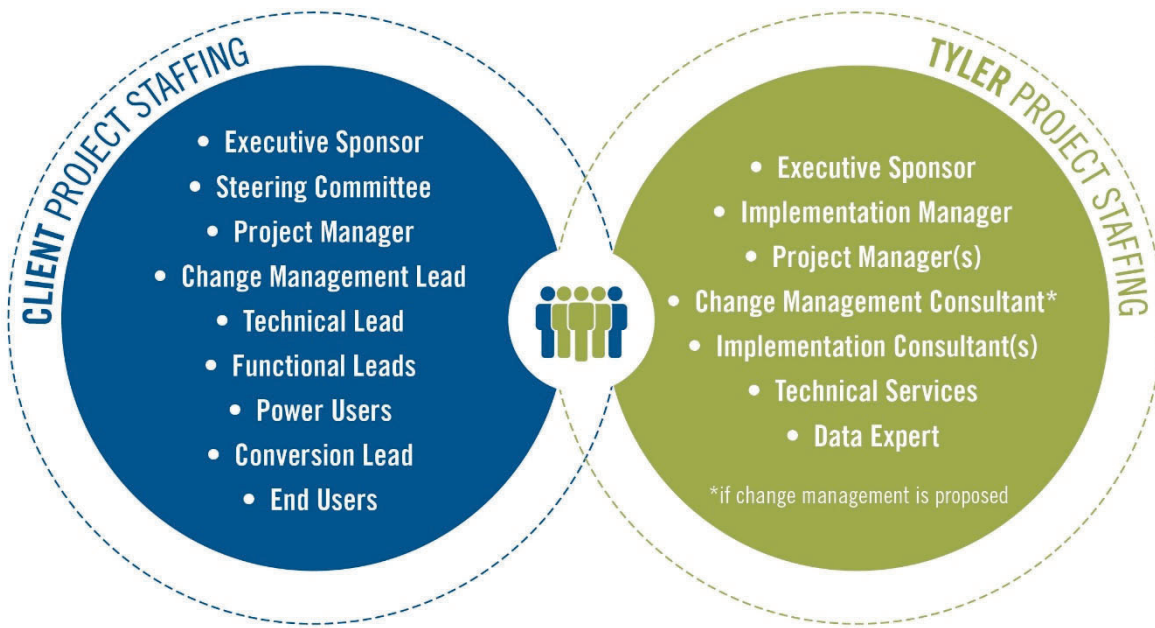
Management and Scope

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.

CLIENT PROJECT STAFFING

- Executive Sponsor
- Steering Committee
- Project Manager
- Change Management Lead
- Technical Lead
- Functional Leads
- Power Users
- Conversion Lead
- End Users

TYLER PROJECT STAFFING

- Executive Sponsor
- Implementation Manager
- Project Manager(s)
- Change Management Consultant*
- Implementation Consultant(s)
- Technical Services
- Data Expert
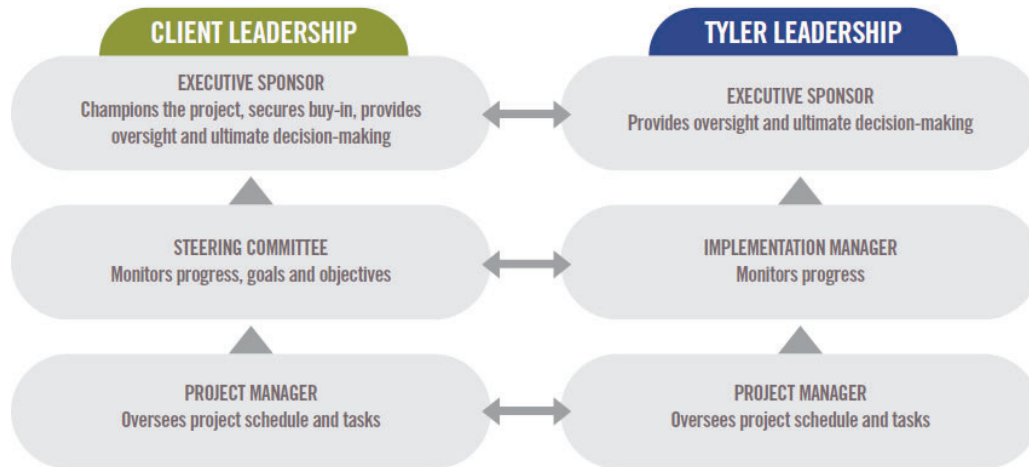
*if change management is proposed

Project Governance

Communication and transparency are essential to any successful implementation. Tyler and Town resources collaborate to determine core business needs, objectives and priorities. Project teams work together to navigate challenges as they arise according to the escalation paths outlined in the organization charts.

The chart below illustrates an overall team perspective where Tyler and Town collaborate to resolve project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Town steering committee become the escalation points to triage responses prior to escalation to Town 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. Town and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships

CLIENT LEADERSHIP

EXECUTIVE SPONSOR
Champions the project, secures buy-in, provides oversight and ultimate decision-making

STEERING COMMITTEE
Monitors progress, goals and objectives

PROJECT MANAGER
Oversees project schedule and tasks

TYLER LEADERSHIP

EXECUTIVE SPONSOR
Provides oversight and ultimate decision-making

IMPLEMENTATION MANAGER
Monitors progress

PROJECT MANAGER
Oversees project schedule and tasks

Business Process Consulting Overview

Tyler understands that software implementations takes extensive planning and analysis of business practices, that's why we've created our Business Process Consulting (BPC) service designed for clients who could benefit from more robust analysis and discussion in determining best business practices and designing policies to make the most of your new solution.

Tyler's BPC service is designed to assist your organization with the redesign of practices and policies to best leverage your investment in your Tyler software solution. This in-depth analysis takes into consideration local policies, client-specific goals, opportunities for efficiencies, improved reporting/inquiry, audit compliance, and results in three distinct deliverables: business process redesign, chart of accounts recommendations, and custom documentation.

Tyler consultants work with your team at the beginning of the project to conduct a thorough current/future state analysis. Once goals and objectives are discussed and the analysis is completed, best practice recommendations are provided with options outlined for each process, including a ranking of the options and notes as to why each is recommended.

Tyler will then conduct a formal review of these options with your project team and the system will be configured to match the agreed upon business practices. Your Tyler consultant(s) will then create custom process documentation based on configuration decisions. This documentation is used for a number of project activities including training and testing.

Customized documents outline step-by-step processes for the day-to-day use of Tyler's applications. These manuals are customized for each client, except for the general system navigation section, which is standard for all clients. Setup tables are not documented within these manuals unless the maintenance of the table is required on a regular basis (i.e. one-time setup tables are not part of procedural documentation).

The output of BPC is a new chart of accounts, a system design document that serves as a 'roadmap' and guide for the implementation, and customized desktop documents outlining new processes.

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.

Knowledge Transfer Approach

During implementation of our products, Tyler's goal is to educate your resources so that they are self-sufficient users of the solution. Tyler uses a train-the-trainer model to transfer knowledge. Tyler's project team will provide comprehensive training to your team, which includes the project manager, functional leads, and power users. Tyler provides one occurrence, or more, of each scheduled training or implementation topic. The first time focuses on the process steps, while the second time, the training is more advanced. Sessions for each topic will also cover configuration for functional leads and power users, so that future changes can be easily made.

Ensuring comprehension of daily job functions is essential to a successful go-live and product adoption. The goal of our train-the-trainer approach is to expose the most sophisticated users to the system first, so system configuration, converted data, and new procedures are thoroughly vetted by your team before being introduced to end users. During training, Tyler implementation consultants measure knowledge transfers through assessments and lead mini parallel processes and validations.

Change Management Services

Effective change management is the cornerstone of a successful ERP implementation. With Tyler's change management program, you can ensure your people transition along with your re-engineered business processes. Tyler's change management experts are Prosci® certified and use industry leading skills and tools to assess your organization's capacity for change and then help you prepare, manage, and reinforce the transition. Prosci research shows that implementing effective change management strategies will Increase the probability of a project's success. Additionally, change management services assist handling employees' resistance to change, while building change competencies into the organization for future projects.

What Is Change Management?

It is a structured process and set of tools for managing the people side of change. In fact, employee acceptance and the understanding of change is as important to a project's success as having the right software, project manager, resources, and experts. Resistance to change can derail an organization's plan to move forward. Efficient and effective change management considers how each employee adopts and utilizes the change, how it will affect organizational objectives, and how expectations can be met or exceeded. Well managed change results in a higher ROI allowing projects to stay on time and budget. Change Management programs also help organizations to successfully achieve goals, while more efficiently utilizing employees' valuable time.

Building Success

There are three elements necessary to build a strong change management strategy:

- Executive Leadership (sponsorship) — the required leadership to set the necessary changes into motion. Active and visible leadership is the number one indicator of project success.

- Project Management — the fundamentals of managing a project, including the design of work tasks and the management of resources to implement changes on time and on budget.

- Change Management — the people side of change. This represents the actions taken by the organization to help employees' transition from the current state to the desired future state.

Choosing Change Management

Each client requires a different amount of support from Tyler when it comes to their change management needs. Some organizations only need minimal guidance and a robust toolset to facilitate their program, while others want Tyler to take the lead in developing and executing their program. Whichever model fits your organization's needs, Tyler has designed two options to ensure your organization doesn't leave change management out of its plan for project success.

Option 1: Foundation Change Management

Foundation Change Management provides a plan, training, and toolset that can be used by the client to execute change management activities. Clients can easily order a three-day block of change management expertise for a Tyler Prosci® certified resource to come onsite and help execute the plan or solve challenging issues. The goal of this service is to provide a low-cost change management plan.

Option 2: Enterprise Change Management

Tyler's Enterprise Change Management offering is designed for organizations that want a robust and complete solution to address their change management needs for large-scale projects. A Prosci certified Tyler change management expert will lead each change management step, which includes assessing the organization's capacity for change and then helping them prepare, execute, and reinforce the transition.

Tyler will develop a detailed change management plan and conduct a thorough organizational change assessment. These pivotal deliverables establish a path for further change management activities, including:

- Training of the organization's Change Management lead and coaches

- Developing a sponsor activity model

- Tracking and communicating procedural changes to impacted employees

- Guiding recognition, feedback, and lessons learned events

- Completing a resistance management plan

Enterprise Change Management includes a collaborative review of the tools for tracking these activities and offers regular onsite visits to provide support and corrective action opportunities throughout the project phase.

Once a go-live date is in place, Tyler's expert will work with the organization to ensure communications are clear to all impacted employees and that strategies are in place for supporting them throughout the process. After go-live, monitoring of compliance and resistance continues until a formal transition of all change management tools, guides, and presentations are completed at close. This ensures that the organization has the skills and tools to continue monitoring the adoption of the new system and, at a later date, can create a change management program for use in future projects or change initiatives.

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.

Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.
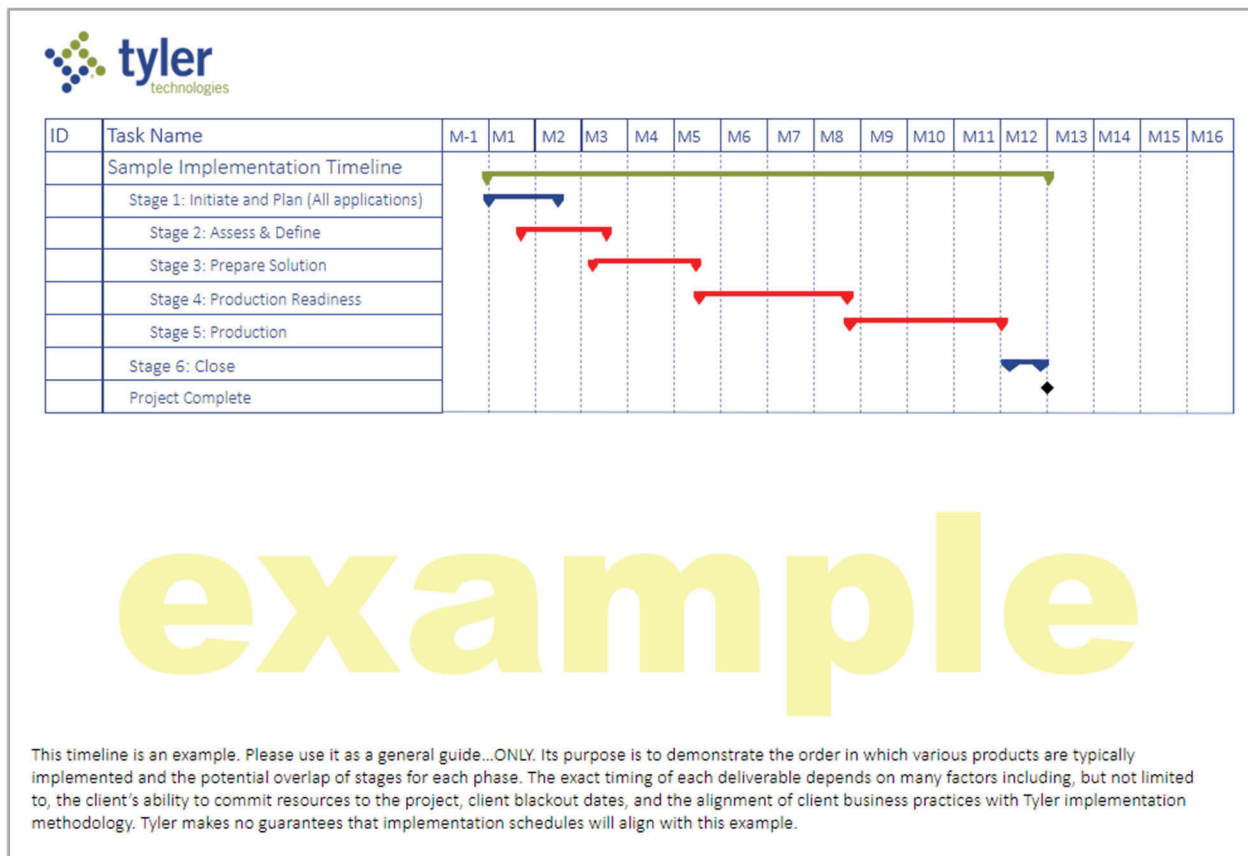
Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests and resource constraints.

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

Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

ERP Pro Financial Management Timeline

This timeline is an example. Please use it as a general guide…ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

Project Teams & Responsibilities

Tyler's implementation team works closely with the Town's employees to ensure the most efficient installation, training, and go-live. Our team will be able to assess the Town's needs during Phase 1 of the Implementation process and assign the best team to meet those needs. Regardless of the Town's personnel numbers, experience levels, or geographic locations, Tyler is able to train your employees effectively, and implement a system that best fits your needs.

Additionally, the Town's employees will be responsible for certain aspects of the implementation. A Client Project Manager will be named, who will take lead on the implementation process, who will be the primary contact for the Tyler Project Manager and Implementation communication. The Town's team will be able to assign power users, and regular users, and attend training courses that correspond with their specific roles. If

the Town has an in-house IT team, that team will assist Tyler's Network Team with the installation and setup of any on-site hardware. If there is no IT personnel, Tyler's Network Team can handle the setup, and assist the Town with any Network Support issues.
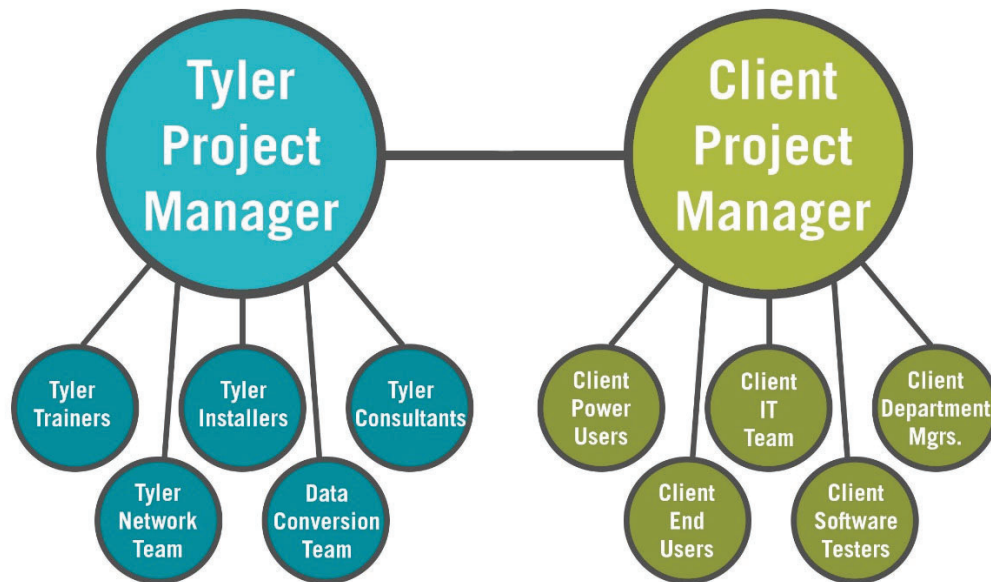
Some tasks and titles shown, for both teams, may be combined under one person or split into a small team depending on the simplicity or complexity of the Implementation.

Sample Documentation

Software Technology

Adhering to a philosophy of "progress without breakage" means we are continually evolving both the technology and the functionality of our product while successfully transitioning our customers through each subsequent generation of software. This strategy has contributed significantly to the 99% customer retention rate within the ERP Pro customer base.

The proposed ERP Pro solution is comprised of important layers.

- The database layer, which utilizes Microsoft SQL
- The business logic layer, which uses Active X, Visual Basic, Delphi, and others
- The client interface layer comprised of objects written in Delphi and C+
- ERP Pro's latest generation of software offers Microsoft .NET technology

Taking advantage of the tools offered through this revolutionary product along with Microsoft SharePoint, customers can define role-specific security, create user-specific consoles, and set up user-defined and user-specific processes. Query-by-example searches, and recent activity tracking allow users to organize and access data more efficiently. These tools, along with messaging options and expansive reporting capability, give customers what they need to streamline their operations.

Database

Microsoft SQL is the underlying database for Tyler's applications, offering an RDBMS environment with easy access to the data for exporting, querying, and reporting purposes. This database solution also supports an MS SQL Data Warehouse option for data mining, reporting and analysis capabilities in a user-friendly environment without impacting performance.

Modular Integration

The ERP Pro solution represents an extensive collection of integrated applications that are categorized into suites for Financial Management, Personnel Management, Citizen Services, Court Case Management, Public Safety Management, Mobile Applications, and Online Solutions.

ERP Pro applications are organized in a modular design and utilize a single database for all applications with unlimited concurrent users. The two-fold benefit of this modular approach allows customers to purchase and implement specific applications as needs arise and budgets allow while still offering the integration necessary to maintain a productive and cost-effective environment as new modules are added.

Workflow Capabilities

ERP Pro software provides the tools to allow users to achieve optimal operational efficiency and organizational effectiveness. With that in mind, all ERP Pro applications in this proposal offer close integration and a variety of security options.

ERP Pro software offers electronic workflow throughout the system. Individual steps within a packet also allow for systematic review and approval as well as suspension of transactions. An audit footprint is

associated with each processing step (input, last edit, approve, update, etc.), which includes user identification, date, and time.

User Interface

Tyler's ERP Pro software offers a true windows solution taking advantage of the latest tools technology has to offer. Global options include communication alerts, processes, and reports across multiple applications. Extensive filter and query capabilities are available throughout the software allowing users to retrieve records and transactions based on partial entry and viewed prior to selection. With a concept of "find first, edit second", retrieved records may be edited contingent upon user security. Dynamic grid controls give users greater flexibility in sorting, viewing, and grouping information. User-defined configurations can be saved and are specific to the user. Grid contents can also be printed and exported to Microsoft Excel, HTML or XML formats.

Data validation is also extensive throughout the ERP Pro solution and includes record checking as well as numeric and decimal enforcement. Calendar buttons offer a fully automated way to select dates by viewing and selecting a day, month, and year on a calendar pad. Users also have the ability to export grid contents to Microsoft Excel, HTML or XML formats.

Workspaces

The ERP Pro workspace is the user interface that runs in the program shell. Within the workspace, an unlimited number of customized, role-based work stations can be created. Work stations can include data processing screens, custom widget spaces, search results, external web pages, and more.

Widgets

Workstations are customized by including user-defined widgets in the space. Types and content of widgets are only limited by the user's imagination. Widgets can include application shortcuts or favorites menus, commonly searched terms, system notifications, pinned or scheduled reports, or any sets of data within the application. With Business Intelligence Services, the client can use Tyler's resources to build custom widgets specific for that client office.

Key Performance Indicators (KPI)

One of the strengths of role-based work stations is the ability to add customized KPIs relevant to the user's work processes. Whether that's a list of outstanding invoices to process, information about the budget status, or number of employees on PTO at any given time, KPIs are an instrumental part of developing a more efficient work process.

Drill-Down Functionality

All data used from the application to create widgets include full capability to drill down into the data and jump to active processing screens directly from a workspace. All data is automatically updated back into the widget displaying the data. All lists shown in the application are fully interactive and feature abilities for customized queries, column orders, groupings and more.
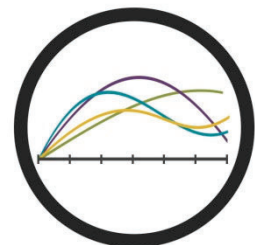
Workspace Management

User workspace customization is client-defined. Users can be restricted to pre-defined templates for their workspaces, creating a controlled work environment. By default, individual work stations are displayed as tabs within the ERP Pro shell; however, they can also be undocked and used as stand-alone screens, perfect for dual monitors and power users.

Reporting and Analysis Tools

Beyond the extensive query capabilities available, ERP Pro software also includes standard reporting and analysis tools and an integrated Report Writer for creating ad-hoc reports. All reports in ERP Pro software can be previewed through a viewer with user-defined display parameters, layouts, formats, and printer options. The viewer provides search and go to functionality as well as drill-down options directly to the related data within the software.

Reports can be printed from the viewer at any time or exported to a variety of formats including Microsoft Word and Excel, HTML, CSV, and XML formats. Reports can be scheduled to run automatically at user-specified times in addition to automatic delivery to designated personnel. The Report Writer also allows users to modify existing reports as needed and design new reports more unique to their organization.

Web Capabilities

ERP Pro's web solutions allow organizations to interact with the public and offer access to real-time information through website integration of ERP Pro applications. These web applications are supported by ERP Pro through InSite, a web portal accessed through a link on an existing website for the express purpose of serving the online components within the software. Tyler also offers services designed to facilitate the upload of payment information to the ERP Pro applications.

System Security

Tyler's ERP Pro solution uses the Trusted Security Model based on Microsoft Windows® philosophy. This means once a user logs into his\her operating system, ERP Pro's system security will automatically recognize the individual.

Security within the software supports both individual and group permissions simultaneously. These permissions can be assigned to individual applications and programs within applications. The software also tracks which programs are executed and by whom. The system logs information such as date, time, user, program name, and system message for each entry. Other security options available in a number of ERP Pro applications include fund, department, record, tab, and field.

Audit Trail Features

Transactions are processed in ERP Pro using a packet concept (user-defined groups of transactions) creating a system level audit trail of input, edit, registers, approval, and update of data. A footprint is associated with each packet and step reflecting the operator identification, date, and time. Transaction Registers provide detailed information including dates, general ledger account names and numbers, transaction amounts, descriptions, and references. All transactions are also branded with an identification that incorporates the source module from which they originated.

Transaction audit reports are an additional audit source and are obtainable for specified date and account ranges. System-generated audit logs are also accessible that track user access to all programs within the

system. Additionally, the system creates audit files within a number of the individual applications that log any changes to critical fields. Audit Reports can be generated that reflect the type of change (add, change, or delete), date, time, operator ID, data file, field ID, old data, and new data.

Best Business Practices and Process Improvement

The user-defined customization incorporated into the ERP Pro solution provides users with the ability to define the structure and content of the software according to the best business practices applicable to their specific environment. To complement that flexibility, our implementation approach provides the opportunity to review current business practices and processes. Tyler's staff can meet with personnel to identify areas for improvement and determine the most efficient workflow environment in all areas of ERP Pro software.

Quality Assurance

Tyler incorporates an extensive Quality Assurance process in the development of our software products. Members of the ERP Pro Quality Assurance team specialize in specific areas of the product line consistently expanding their expertise in that specialty. The appropriate team member is assigned to test the form and function of each component of a new application as well as integration with other ERP Pro applications.

The applicable team member also ensures that any software enhancements perform as expected and validates that any changes made do not have an adverse effect on related programs and systems. In addition to this in-house testing, each new release of ERP Pro software undergoes extensive Beta testing at several customer sites to ensure its reliability in the field.

ERP Pro Financials Suite

Everything you need for complete financial management, powered by the most current, proven technology, is available from the name you can trust. Tyler Technologies' ERP Pro Financial Management Software transforms complex financial tasks and processes into a centralized workflow for efficiency, productivity, and accuracy, without sacrificing data integrity.

General Ledger

Tyler's ERP Pro General Ledger is the heart of the financial applications suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting application automates routine functions and provides access to the source document for many transactions in the general ledger. Users can instantly review and report on relevant financial information. Automatic balancing tools maintain accurate data without excessive data entry while ensuring compliance with standard accounting procedures. General Ledger integrates with other ERP Pro Financial, Personnel, Cashiering, Utility Billing, Customer Relationship Management, and Court modules.

Information & Reports

- Exports report results to Adobe PDF, Microsoft® Excel and Word, and Text.
- Produces predefined reports including:
    o General Ledger Detail Report
    o Chart of Accounts, Transaction Report
    o Budget Report
    o Budget Comparison Report

- o Cash Analysis Report.
- Generates financial statements. Financial Statements may be produced in pivoted and comparison formats.
- Creates unique Financial Statements using the integrated Financial Statement Designer.
- Groups accounts to provide quick selection when generating reports.
- Schedules reports to be delivered to users at a specific date/time.
- Maintains a complete audit trail for journal entry reversal and reposting.
- Delivers powerful financial management tools at the individual account level such as: Account status, Detail transactions, Balance tracking for actual, budget, and encumbrance activity.
- Displays a budget analysis graph for each budgeted line item to compare encumbered and actual dollars against budgeted dollars for the fiscal year.
- Gives users search grids with printing and exporting capabilities, including a detailed transaction history grid and budget summary grid.

Transaction Efficiency

- Calculates and tracks allocations and supports multiple allocation methods.
- Configures account structures by each account type
- Allows accounts to be included in multiple chart of accounts.
- Provides multiple time-saving features for journal entry processing
- Automatically creates all inter-fund balancing entries when posting transactions across multiple funds.
- Supports concurrently open fiscal years. Periods within open fiscal years may be closed as needed.
- Journal entries may be posted to a closed fiscal year as needed for adherence with audit adjustments.
- Provides tools to easily extract financial information into an existing Microsoft Excel Spreadsheet.

User Friendly

- Complete audit functions include footprints and audit logs for tracking changes to data.
- Comprehensive accounting security at the account and budget level.
- GL accounts offer secured add/edit functionality from anywhere in the system.
- Document attachment feature at the account level.
- Time-saving mass add account feature that quickly creates new accounts based on existing accounts.

Bank Reconciliation

Tyler's ERP Pro Bank Reconciliation is an interactive module that reconciles monthly bank statements to general ledger cash accounts. System-wide integration automates the month-end reconciliation process, and postings through the General Ledger are recognized for items such as bank deposits, services charges, interest income, and returned and cleared checks. Bank Reconciliation interfaces with ERP Pro General Ledger, Accounts Payable, Payroll, Fixed Assets, Utility Billing, and Cashiering.

Information & Reports

- Reconciles monthly bank statements to general ledger cash accounts with the ERP Pro Reconciliation Statement.

- Produces monthly reconciliation statements reflecting a summary of balances and period activity for both bank account and general ledger for easy comparison.

- Identifies outstanding items to clear during the current month's reconciliation, offering a default clearing date to speed up the reconciliation process.

- Produces a Bank Transaction Report offering many filters such as: bank account, transaction type, cleared date, issued date, check number range, and origination. Indicates voided checks on the reconciliation register.

- Tracks the system where an item originated, the account number associated with the item (source), footprint details, and change history.

- Gives users search grids with printing and exporting capabilities, including a bank transaction history grid.

User Friendly

- Indicates quick item lookup features based on amount range, type, status, originating system, and more.

- Notes feature for Bank Accounts and Bank Statements captures important information.

Transaction Efficiency

- Allows multiple bank accounts.

- Processes an unlimited number of cash accounts per fund.

- Handles "pooled cash" function with a consolidated reconciliation process when a single bank account is maintained for multiple secondary cash accounts in various funds.

- Clears outstanding transactions individually, in groups, or electronically by downloading the bank statement via the Internet from your financial institution. (Bank File Import?)

- Accepts adjustments quickly and easily for transactions such as service charges, interest, and miscellaneous items.

- Tracks the beginning date of the next bank statement, notes this date during initial set up for reconciliation account, and thereafter maintains this date whenever you update the account in the Bank Reconciliation Process.

Accounts Payable

Tyler's ERP Pro Accounts Payable facilitates cash, accrual, and modified accrual basis accounting. Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. Its flexibility allows users to process invoices as well as debit and credit memos while maintaining audit trails for data input integrity. Its multiple vendor features allow users to search by vendor name, vendor number or DBA Name, maintain multiple addresses, set payment terms, view a comprehensive transaction history, and easily manage 1099 reporting. This application integrates seamlessly with other ERP Pro modules including General Ledger, Purchase Orders, Payroll, Bank Reconciliation, Fixed Assets, Project Accounting and Work

Orders as well as with Business License, Building Projects, Sales Tax and Special Assessments for refund check processing.

Information & Reports

- Offers a variety of reporting options including open payables, cash requirements, and payment registers.
- Includes the Open Payable Report which shows payables for user specified funds and filters the payables on the report by a range of dates.
- Tracks 1099-MISC and 1099-S reportable transactions, prints 1099 and 1096 forms, as well as produces electronic files for federal and state reporting.
- Provides ability to track sales and use taxes.
- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.
- Creates a virtual "paperless office" using integrated Document Management functionality.
- Provides inquiry and management tools for key vendor information including the ability to email EFT and PO notices to vendors directly from within the application.
- Presents vendor transaction history in dynamic, configurable grids with powerful query tools that provide easy printing and data export functions.
- Delivers comprehensive control of the payment process and cash requirements.
- Produces registers and audit reports necessary for a complete audit trail.

User Friendly

- Prevents duplicate payable numbers.
- Allows unlimited user-defined fields to be added at the vendor level to capture unique information tracking needs.
- Provides tool to change the status of multiple vendors at one time based on last activity date.

Transaction Efficiency

- Provides efficiencies for creating vendor payables based on a defined payment schedule or template.
- Allows for on-demand check writing.
- Displays outstanding purchase orders for a vendor during payable entry.
- Comprehensive transaction history available on Vendors including payments, outstanding payables, purchases, and purchase orders.
- Allows items to be expensed to a virtually unlimited number of accounts and funds.
- Supports check writing from separate funds, a disbursement fund, or a pooled cash fund.
- Allows automatic payment selection by vendor, due date, or manual payment selection.
- Supports multiple payment methods, over budget checking and docket/claim numbering.
- Provides add/edit functionality for GL accounts and vendors during payable processing.
- Provides ability to import payables via flat/text file.

- Supports payment to purchase card vendor while tracking purchased from vendor detail.

PivotPlus

- Access the data you need out of the system without relying on a programmer to extract or write a custom report
- Enhance your reporting and data analysis capabilities by extending accessibility of your data to MS Excel
- Turn your organization's data into meaningful insights for better decision making
- Easy to use tools extract data to MS Excel in a manner that supports your existing spreadsheets
- Using ERP Pro data, create pivot tables, charts, graphs, and other Excel based analytics and then refresh the data as needed

Budget Manager

Tyler's ERP Pro Budget Preparation creates and maintains budgets for current and future fiscal years. Users can view previous year budgets and create models for future fiscal year budgets. A variety of reporting options gives users the freedom to customize budget spreadsheets to fit their needs. This module can accommodate up to 99 versions per fund, allowing multiple changes and user-defined scenarios. Budget Preparation integrates with ERP Pro General Ledger and Report Generator. Additionally, personnel budgets automatically transfer from our integrated Human Resources Position Control Budgeting module.

Information & Reports

- Consolidates budget prep and analysis functions in one place
- Defines budget information views by fund, department, type, or accounts
- Controls access to budget information so that department heads can be limited to departmental budgets under their control
- Allows users to edit budget information at the individual account level or for all accounts
- Reports budget projections through user-defined financial statement formats
- Provides drill-down to supporting details, notes, and distribution of dollars from budget worksheet views

User Friendly

- User-defined system security that controls access to the budgeting files
- Accessibility to all revenue and expenditure line items, including future status line items intended for future budget periods
- Easy line item grouping for budget control purposes
- Flexible budget notes features including permanent, current, and next year notes at the line item, department, and fund level
- Support for both export and import of budgets with Microsoft Excel

Transaction Efficiency

- Maintains ODBC interface compliance

- Calculates projections based on other budgets or YTD balances with user-defined multipliers and filters on cost centers and account segments

- Imports personnel budgets from the HR Position Control Budgeting module

- Automatically distributes budget amounts evenly to all months or to each month in proportion to the actual amounts from a historical year

- Installs the adopted budget in a quick and simple process

- Tracks all changes to the final approved budget as amendments with a complete audit trail and maintains them in an easily updated budget adjustment file

- Allows you to change the status, amount, or description of any item and provides footprint and change history features to create an audit trail of the change

Smarter Excel Reporting with CellSense

Are you constantly updating Microsoft® Excel® spreadsheets with your financial data each month? In a matter of seconds, CellSense can easily take care of that for you. Simply map your General Ledger data to an Excel spreadsheet, and then run CellSense to populate the worksheet. As figures change, a few clicks produce your latest numbers. Little to no maintenance is required, so say goodbye to cutting, pasting and manual data entry. With a little effort up front, you can harness the power of ERP Pro® Financials and Microsoft Excel to make an expensive and daunting task economical and easy to perform.

- Extensive time savings for those relying on Excel to analyze and report on financial data from their General Ledger

- Eliminates error-prone tasks such as ongoing manual data entry and manipulation in Excel

- Easily handles General Ledger account groupings mapped to a single cell for rolling up detail to summarized levels

- Ability to validate the accuracy of spreadsheet data using an audit report to eliminate searching for incorrect formulas

- Secures access to financial data for mapping to Excel using ERP Pro General Ledger security settings

- Create a CellSense Definition to link your ERP Pro financial information (budgetary figures, actual transactions, encumbrances, etc.) to an Excel workbook

- Map General Ledger account values (month-to-date, year-to-date and totals) to individual worksheets and cells in Excel

- Use account overlays to define filters and wildcards for account groupings mapped to a specific cell address

ERP Pro Accounts Receivable

You manage hundreds of transactions a day. You need tools that can help you accurately and quickly manage your agency's finances, collections, customer information and reporting. Tyler's ERP Pro® Accounts Receivable module helps you accomplish more with an integrated system that reduces data entry, increases accuracy and agency-wide access to information, and puts you in control of forms and reports that help you clearly communicate with customers and vendors. Consider how this Tyler solution can help you work smarter when it comes to maintaining your agency's finances.

Easily maintain vendor and customer information

Comprehensive customer information records, including full transactional and purchase history, a financial recap and user-defined attributes are stored centrally and can be shared across other ERP Pro modules. ERP Pro Accounts Receivable can also use that information to email invoices, create an extract file for third-party printing and certify addresses for mailing invoices or correspondence.

Streamline invoice processing

ERP Pro Accounts Receivable is full of functionality that can drastically cut your invoice processing time.

- Combine multiple invoices and easily adjust posted invoices
- Create and manage recurring invoices for items such as monthly rent or annual charges
- Access and modify multiple account details from the Account Manager view

Tools to keep cash flowing in

Why struggle with cashiering when user-friendly functions like these can do the work for you?

- Ensure payment collection by setting alerts on accounts
- Accept bank drafts for faster payment processing
- Create and send invoices and letters electronically for more efficient collections

Comprehensive reporting tailored to your organization

ERP Pro Accounts Receivable gives you access to a library of predesigned forms, or you can design your own, including invoices, statements, or letters. Because it's integrated with ERP Pro General Ledger, you can also create comprehensive reports such as detailed reports for aging, general ledger reconciliation or specialized reports using your own criteria.

Fixed Assets

Tyler's ERP Pro Fixed Assets is a comprehensive asset management solution designed specifically for the public sector. It provides organizations a powerful tool for tracking and reporting on all fixed assets throughout the life cycle. As an added convenience, assets acquired through other integrated ERP Pro Financial modules can be automatically posted to Fixed Assets. This module reduces duplicate data entry and sets the standard for complete financial integration with automated tracking, management, accounting, and reporting of assets.

Seven reasons to consider ERP Pro Accounts Receivable

1. Agency-wide integration
2. Increased access to centrally stored information
3. Less data entry and potential errors
4. Efficient, personalized communication with customers and vendors
5. Less invoice processing time
6. Detailed and specialized reporting
7. Decreased burden of cash collections

Information & Reports

- Tracks assets for multiple funds, departments, and locations.

- Tracks detailed information for an asset such as insurance policies, acquisition and disposition details, and maintenance-related details such as asset condition, warranty, repairs, and maintenance contracts.

- Tracks improvements or additions to existing assets.

- Offers Straight Line method for depreciation reporting.

- Links specified assets to ERP Pro Work Orders for preventative maintenance.

- Provides comprehensive audit detail records.

- Generates a range of master file reports through flexible reporting.

- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.

User Friendly

- Provides efficient, comprehensive system integration.

- Gives users the ability to review and evaluate items posted to Fixed Asset G/L accounts in a preliminary asset file to determine proper accounting treatment.

- Delivers code-driven information tracking capabilities, fostering consistency in data entry and greater flexibility in report generation.

- Captures multiple user-defined data elements through use of comment codes.

Transaction Efficiency

- Manages assets by their original serial number or using a defined tag number.

- Tracks multiple user-defined asset classes automatically.

- Establishes relationships between individual asset records using asset types.

- Creates a new asset based on an existing record using the built-in copy function.

- Gives users multiple options for selecting assets for depreciation calculation.

- Records the transfer of assets. This process automates the transfer of assets from one fund to another, including the appropriate transfer of ERP Pro General Ledger information.

- Automates the asset disposal process, including calculation of gain or loss on asset sales, and creates all necessary transactions to properly record asset disposal in the ERP Pro General Ledger.

Inventory Control

Tyler's ERP Pro Inventory is a comprehensive solution for maintaining an in-house inventory system. This module tracks inventory in multiple warehouses, monitors specific usage, prompts re-order points, and maintains average cost for goods. Inventory offers the option to integrate with ERP Pro Purchasing or Accounts Payable for updating inventory quantities as well as ERP Pro Project Accounting and Work Orders for tracking material usage on projects and work orders. Integration with ERP Pro General Ledger allows receipts and disbursements to automatically appear in the financial statements.

Information & Reports

- Provides quick access to detailed historical information and offers dynamic screen configurations with printing and exporting capabilities.

- Produces reports with flexible built-in reporting tools.

- Tracks inventory in multiple warehouses effortlessly.

- Tracks and reports quantities on requisitions and purchase orders for individual parts when integrated with ERP Pro Purchasing module.

- Provides numerous reports including Item Listing, Items Valuation, Items Detail Report, Items Valuation Estimate, Items Location, Orders, and Disbursements.

- Capability to track and report Hazardous Material information.

- Gives users various search grids with printing and exporting capabilities, including inventory items and transactions.

User Friendly

- End of month/year processing provides automatic update of all tracking totals.

- Comprehensive online help includes quick and easy access to ERP Pro Support via email or Internet

Transaction Efficiency

- Updates last cost, quantity on hand and weighted average cost, stock level, and usage information automatically as receipts, disbursements, adjustments, and transfers are processed.

- Eliminates data entry duplication as receipts and disbursements flow seamlessly through ERP Pro General Ledger.

- Automatically updates "on order" amounts and "on hand" for inventory parts.

- Adjusts to physical inventory count quantities with a mass adjustment feature

- Allows users to search inventory by partial name, partial number, or partial part number.

Purchasing

Tyler's ERP Pro Purchasing manages requesting, ordering, approving, invoicing, and reporting of goods and services. Its flexibility allows approval workflows that meet the needs of your organization. It provides easy access to vendor data and invoice history and provides the ability to directly email purchase orders to vendors and internal staff. Purchasing interfaces with ERP Pro General Ledger, Accounts Payable, Project Accounting and Inventory.

Information & Reports

- Ability to transfer items on a single Requisition to another new, separate requisition for creating a separate purchase order for those items that may be purchased from a separate vendor.

- Integrates commodity codes with each item.

- Generates multiple standard reports based on user-defined parameters: Requisition Summary Report, Requisition Audit, Requisition Approval Report, PO Status Report as Of, PO Receipt Register, PO Aging Report, PO Activity Report and Encumbrance & Reserve Reports.

- Calculates, tracks and reports sales tax on taxable goods and services, with the option to include shipping costs associated with the purchase.

- Offers drill-down on inventory parts during the requisition process so inventory quantities on order and already requisitioned can be viewed.

- Provides budget checking at the individual account or group budget segment level during requisition input with override capabilities.

- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.

- Provides the ability to view Bid/Quotes associated to a Requisition on the Requisition Summary Report

User Friendly

- Accommodates changes after creation of a purchase order with the Purchase Order change process and captures complete audit trail of changes.

- System security is flexible, allowing for user-defined restrictions to various features such as add, edit, view, delete capabilities, department level security, requisition approvals, et al.

- Users can search requisitions and purchase orders to inquire of their status.

- The requisition system interfaces with Microsoft Exchange for email notification during the requisition approval process.

- Attaches and organizes documents associated with the procurement function for quick retrieval through integration with document management software.

Transaction Efficiency

- Utilizes vendor templates for recurring orders to quickly load details during requisition input.

- Approval workflows can be configured on various aspects of the requisition, including department, GL account, commodity code and project account.

- Integrates with ERP Pro Inventory to automatically update items on order, on-hand changes in the unit's quantity, and price information at the appropriate steps in the ordering and receipt processes.

- Tracks project expenses related to purchases through integration with the Project Accounting module.

- Determines and accounts for variances between purchase orders and invoices received.

- Supports multiple vendor sets for separate taxpayer ID numbers.

- Provides complete encumbrance accounting including partial or full liquidation of encumbrances.

- Requisitions generate pre-encumbrances to be used as part of the budget checking feature.

- Provides sales tax split distributions to multiple separate General Ledger and/or Project accounts.

- Provides ability to track and manage Bids and Quotes from multiple vendors on Requisitions and identify which bid was awarded the purchase.

- Provides analysis of open, closed, or voided POs as well as printing or reprinting of PO forms.

- Provides ability to roll purchase orders forward to the next fiscal year and redistribute encumbrances accordingly.

ERP Pro Personnel Management Suite

The ERP Pro Personnel Management system incorporates all the attributes of both a feature rich Payroll application and comprehensive Human Resources software. Tools are available that allow users to query and manage information at the employee level including personal data, position history, pay details, leave balances, FMLA events, equipment, workers compensation events, training, education, certification, and reviews.

Direct Deposit capabilities are supported allowing employees to designate an unlimited number of financial institutions and/or accounts for distribution of net pay. Leave tracking features include the ability to accrue standard holiday, sick, vacation, and comp time plus an unlimited number of other user defined leave categories for each employee.

Position Control allows you to manage personnel on a position basis and develop budgets for those positions and related information. Requirements for education, certification, equipment, testing, and training can be assigned to positions. Benefit plans can also be defaulted to positions with the ability to change that when employee assignments are made. Flexible budgeting features give users the ability to develop budgets for future events and multiple scenarios, each utilizing a different set of assumptions. Information about dependents may also be tracked, including name, relationship, social security number, birth date, age, benefit eligibility flag, mailing address, home, and work phone numbers.

Interfaces

An ERP Pro Time Clock Interface is available in a Kronos or Generic format that allows users to import data into the ERP Pro Personnel Management module. In addition, the ERP Pro Distributed Time Entry software fully integrates with the Personnel Management module

Human Resources

Tyler's ERP Pro Human Resources provides an end-to-end solution for tracking employee data and producing regulatory reports. HR manages information such as job descriptions, promotions, disciplinary actions, grievances, and terminations. This all-inclusive module offers Employee Management, Position Control and Budgeting, Applicant Tracking, Benefits Administration and Documentation Control. Easy navigation from one field to another offers ease-of-use, and system security ensures confidentiality. The Human Resources application interfaces with ERP Pro General Ledger, Budget Preparation and Payroll.

Information & Reports

- Maintains comprehensive employee records including addresses, dependents, emergency contacts, W-2 and I-9 information, training, licenses, education, medical information, pay scales, benefits, disciplinary actions, grievances, and reviews.

- Tracks and ensures compliance with certification or training required and completed for each employee.

- Manages accident and injury claims covered by workers' compensation, including OSHA reportable events.

- Produces standard reports for employee summary, employee hire date, position information, pay history, reviews, discipline, contacts, anniversary dates, birthdays, and dependents.

- Captures multiple user-defined data elements through the use of comment codes.
- Generates these additional reports: Applicant Report, Supervisor Report, Review Report, Training Report, annual benefits statements, Workers' Compensation Report, OSHA 200 and 300, EEO-4 Report, and more.

Transaction Efficiency

- Tracks submission of applications for positions and matches qualified applicants with vacant positions.
- Supports the assignment of an employee to multiple positions.
- Creates multiple budget scenarios with position control budgeting features and automatically transfers personnel budgets to the ERP Pro Budget Preparation module.
- Loads employee payroll deductions into the ERP Pro Payroll module based upon benefit plan coverage defined in the HR system.
- Creates user-defined checklists quickly and easily including hire checklist, annual review, and termination checklist.
- Secures user access to employee data within Employee Manager at the tab level.
- Controls viewing of Social Security numbers by security code; for users who are not assigned this security code, Social Security numbers are concealed on inquiry screens and reports.

User Friendly

- Eliminates duplicate data entry when integrated with the ERP Pro Payroll application.
- Provides effective tools for monitoring compliance with FLSA and FMLA requirements.
- Easily identifies important dates on employee records through an alerting process.
- Promotes efficient scheduling by groups of employees for training, testing or reviews.
- Generates and prints user-defined Human Resources forms, letters, etc., from Microsoft Word® templates.
- Attaches and organizes documents associated with the HR function for quick retrieval through integration with document management software.
- Locates information quickly and efficiently with query and reporting capabilities.

Payroll

Tyler's ERP Pro Payroll offers a comprehensive, easy-to-use system to process payroll without duplicate or excessive data entry. This module offers flexibility with multiple pay rates per employee and automatic distribution of earnings and benefits based on predefined percentages to multiple funds, departments, and general ledger accounts. It employs an unlimited number of deduction codes and maintains W-2, I-9, and state and federal tax information. Options include direct deposit and user-defined leave tracking capabilities. Payroll interfaces with ERP Pro General Ledger, Accounts Payable, Project Accounting, Work Orders, Distributed Time Entry, Bank Reconciliation and Human Resources.

Information & Reports

- Produces monthly, quarterly, and year-end reports as required for workers compensation, insurance, tax withholding, and FICA.
- ACA (Affordable Care Act) compliance including:
  - Menu items, data input forms and tables to collect reportable data
  - Utility to import ACA employee codes and dependent coverage information from Excel
  - Ability to print 1095 B or C Employee forms
  - Ability to print 1094 B or C Transmittal Summary forms
  - Ability to create XML File for transmittal of 1095 detail to IRS
- Provides convenient access to employee-specific information through comprehensive employee management features.
- Generates summarized or detailed reports for the leave history of one employee, all employees in a department, or all employees in the agency.
- Produces detailed reports for payroll, employee information, audit trails, and retirement plans.
- Reports employer's liability for accrued benefits at fiscal year-end.
- Prints 941 forms with an overlay.
- Properly handles accounting and reporting for deductions associated with health insurance plans for employee and employer portions, including self-insurance health plans.
- Prints payroll forms, letters, and more from Microsoft Word® templates.

Transaction Efficiency

- Provides user-defined fields to track Human Resources-related data.
- Uses unlimited free-form text areas for maintaining a history of employee reviews, promotions, and miscellaneous notes.
- Includes emergency check writing capabilities and automated check reversal process.
- Offers flexible leave tracking features including standard as well as user-defined leave types, accrual calculations based on length of service or hours, multiple accrual cycles, leave rollover functionality, and validation of leave availability during payroll processing.
- Tracks payroll costs on both projects and work orders through integration with ERP Pro Project Accounting and Work Orders.

User Friendly

- Provides complete security and user-specific restrictions with permissions applied at the fund and department level.
- Maintains and generates W-2s at any time of the year.
- Allows multiple payroll sets to accommodate processing for entities with separate taxpayer ID numbers.
- Offers multiple payroll check formats.

- Presents transaction history in configurable screens with printing and exporting capabilities.

Centralized Cash Collections

Tyler's ERP Pro Central Cash Collections offers full cashiering functionality with connected cashier workstations equipped with a dedicated receipt/validation printer, automated cash drawer, and an optional bar code scanner. Central Cash Collections interfaces with all of the other ERP Pro Customer Relationship Management applications, Utility CIS, Court Case Management, and the General Ledger. This application provides a seamless and uniform interface regardless of the type of payment that is received. In addition, it provides for easy lookup and validation of customer account name and number. Miscellaneous payments not associated with accounts in integrated systems post directly to the General Ledger.

Cash Collections supports payments made by credit cards with online credit card processing. Tyler provides this functionality through an interface with Electronic Transaction Systems Corporation (ETS). Credit card reading equipment is connected to the Cash Collection workstation so that data captured from card swipes may be transmitted to ETS through an Internet connection.

Users also have the option to enter credit card information into the Cash Collection module before the transaction is submitted to ETS for authorization and processing. The Customer would need to establish a merchant account with ETS and provide them with bank account information for transactions to flow through.

Information & Reports

- Provides automatic real-time inquiry on system, operator, and terminal statuses
- Allows user-defined payment types including, but not limited to, cash, checks, and any type of credit card
- Facilitates bank account balancing using reconciliation groups
- Generates a summary of all receipts processed at any time
- Saves format settings as user-defined reporting profiles
- Produces on-demand management reports such as journal, history transaction, and payment type reports

User Friendly

- Allows operators open and close batches quickly and easily shows batch information for a selected operator
- Prints and voids receipts from Operator Process window
- Includes specialized "mail processing" module for efficient transaction processing
- Transmits support requests by email or fax directly from application
- Integrates seamlessly with cash drawer hardware

Transaction Efficiency

- Provides online account number validation for integrated sub-systems
- Allows for Product and/or Transaction-based receipting

- Supports payment processing for multiple accounts across all integrated applications on a single receipt

- Allows selection of multiple accounts through a simple point-and-click interface

- Transmits automatic endorsement of checks to receipt printer

- Defaults automatically to current balance owed and allows override

- Allows user to reinstate cut off accounts and remove past due status

- Supports bar code scanners as well as credit card scanning and validation equipment

- Accommodates multiple merchant accounts for online credit card processing

- Allows auto-posting of transactions from all integrated systems with "single click" update

Work Order System

ERP Pro Work Orders gives clients the ability to enter and maintain labor hours, material costs, and equipment usages against issued work orders. This module efficiently creates general ledger transactions for interdepartmental charges. Work Orders integrates with accounts payable, fixed assets, inventory, project accounting, and general ledger.

Work Order Management

- Preventative Maintenance tracks usage based on hours or mileage and creates a work order based on that usage.

- Ability to initiate work orders from user-defined estimates.

- Calculates overhead, which can be a flat rate or a percentage of user-specified costs

- Quickly create Work Orders from user-defined templates.

- Supports an approval type of work flow by providing an option to create a work request, approve or reject the work request, and initiate a work order from that work request.

- Effortless interdepartmental setup to create charges amongst departments.

- Convenient calendar view displays the user's assigned Work Orders.

- Tracks equipment used for work orders and displays the equipment information, maintenance history, and usage.

Integrations

Accounts Payable

- Assigns a work order number to an invoice for materials, supplies, or other expenses. The invoice amount will be posted to the Work Order as an expense.

Inventory

- Creates requests for inventory items that may be disbursed to complete the work order. Inventory item's on-hand count will be updated based on the number of units disbursed.

- Assigns material costs of inventory items to the work order.

Fixed Assets

- Work orders may be created to track improvements to an asset. All work order costs will be posted to the asset as an improvement.

- Work order equipment may be linked to an asset. Work orders will be tracked on the asset for historical purposes.

General Ledger

- Integrates at the transaction level so that both General Ledger and Work Orders remain in balance.

- Charges back the costs of the work order to the department that requested the work.

- Records revenue for the cost of the work order to the department that performed the work.

- Automatically creates inter-fund balancing entries when posting work order transactions across multiple funds.

Project Accounting

- Work order costs may be posted to a specific project account

ERP Pro Permits

Tyler Technologies' ERP Pro Permits™ module streamlines and tracks the permit management process from initial permit submission and document storage to inspection and permit approval. This module interfaces with Tyler's ERP Pro Contact and Property Management™, ERP Pro Licenses™, and ERP Pro Code Enforcement™ modules, while integration with ERP Pro Financial Management™ applications allows for easy payment processing, refund transfers, and seamless updates to the general ledger.
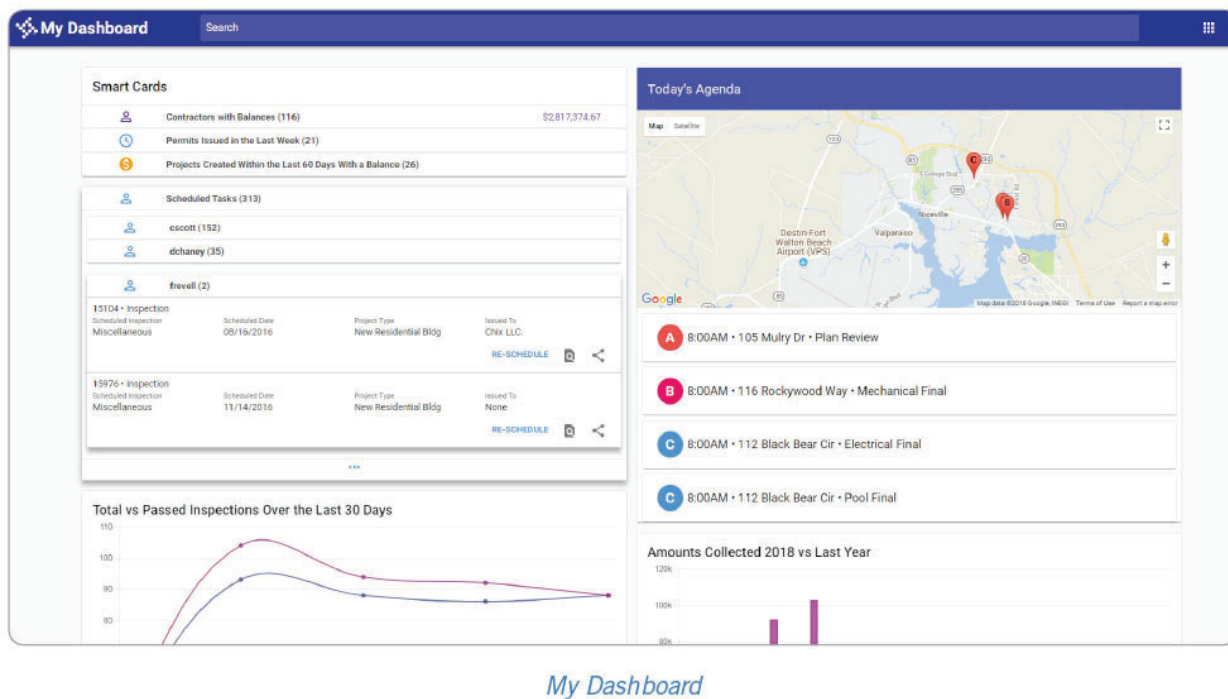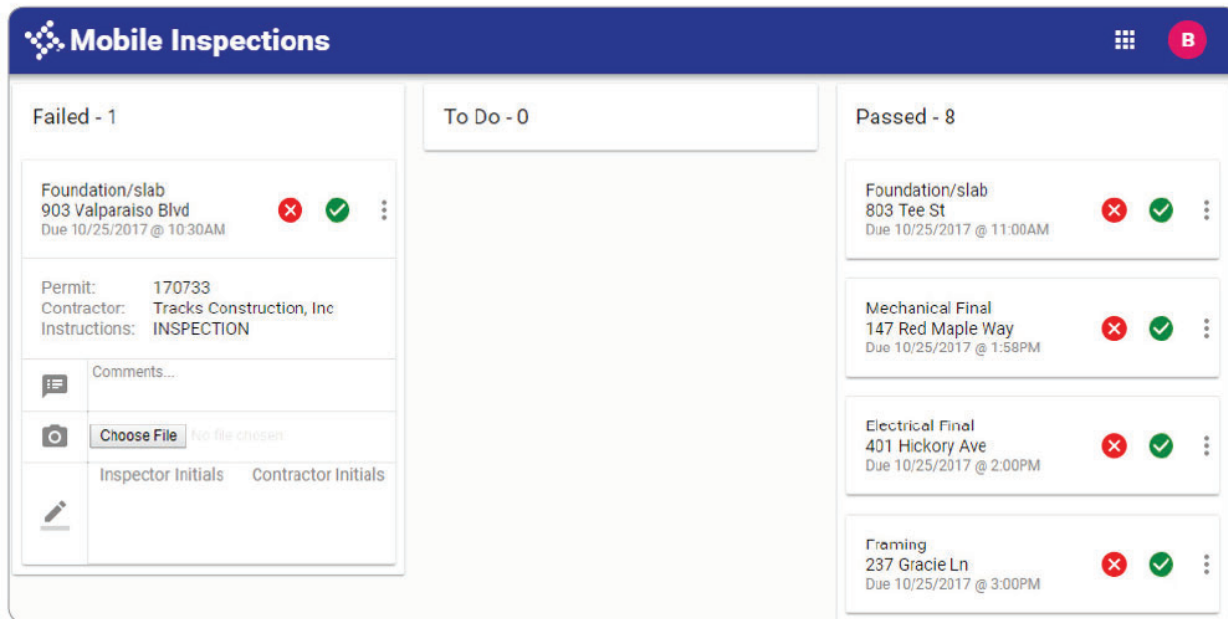

Figure 1. Permit Dashboard

Improve Office Efficiency

This offering from Tyler increases office efficiency by automating processes, reducing foot traffic and paperwork, and putting more power into the hands of citizens and contractors.

- Electronically store plan documents

- Accept permit submissions and online payments

- Schedule inspections through a web portal

- Pull council reports with ease

- View important information at a glance with interactive charts and graphs

Mobile Inspections

Figure 2. Mobile Inspections dashboard

Boost Field Productivity

The features and functionality available in ERP Pro Permits gives inspectors the power to complete their assignments from the field, keeping everyone updated in real time without having to return to the back office.

- Snap and attach inspection photos

- Dictate and store inspection notes

- Record contractor signatures

- Map and route inspections with Google Maps™ integration

ERP Pro Code Enforcement

ERP Pro Code Enforcement simplifies and streamlines the code enforcement process. It allows organizations to customize incidents to their unique needs and automatically generate incident notices, and enables citizens to report incidents anytime, anywhere.

Empower Your Staff & Your Community

The features and functionality available in ERP Pro Code Enforcement allow you to put more power into the hands of your inspectors and your citizens by supporting automated processes and reducing office foot traffic and paperwork.

- Store incident attachments electronically, including documents and pictures
- Define the workflow for each incident type
- Enable citizens to report incidents online
- Generate incident reports with ease
- View important information at a glance with interactive charts and graphs

Tyler Integrations

ERP Pro Code Enforcement integrates with a variety of Tyler products, including:

- ERP Pro Contact and Property Management
- ERP Pro Permitting
- ERP Pro Licensing

Highlights

- HTML5 technology allows the module to be accessed from any device
- Automated data sync delivers real-time information
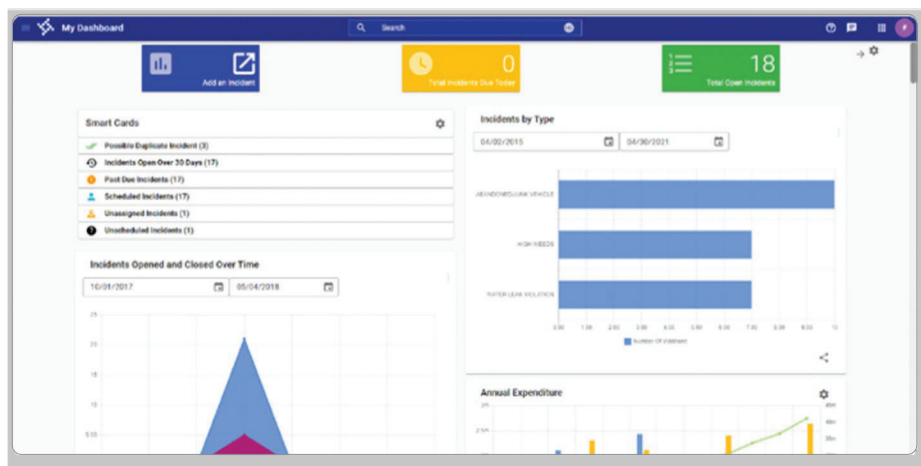
Customize Processes

Tailor the workflow for each incident type to match your unique needs.

Increase Efficiency

Enable inspectors to manage and resolve incidents without leaving the field.

Engage The Community

Allow community members to report an incident 24/7/365 from a mobile device.

- Mobile accessibility reduces travel and streamlines workflow between the office and the field

- Smart Card functionality alerts users to items requiring their attention such as past due incidents or duplicate incidents

Add-Ons

ERP Pro Mobile Code Enforcement, ERP Pro Code Enforcement Online, and Esri Parcel One Way API are available as optional add-ons to ERP Pro Code Enforcement.

Boost Field Productivity with Mobile Code Enforcement

Empower inspectors to manage and resolve incidents and keep office staff informed without leaving the field. ERP Pro Mobile Code Enforcement works with the ERP Pro Code Enforcement module to enable inspectors to:

- Access incidents from any Android or iOS device

- Snap and attach incident photos

- Dictate and store incident notes

- Map and route incidents with Google Maps integration

- Manage and resolve incidents without an internet connection

Tyler Content Manager Core

Content Manager includes a site license for viewing content for ERP Pro users and an expanding library of more than 100 documents types to use with more than 98 screens are built in. Content Manager also includes pre-configured solutions like our invoice processing module, mail merge functionality, barcode recognition, full text searching and much more.

How Content Manager works

Content Manager is pre-configured and fully integrated with several document types. Using TylerForms, Tyler automated the capture of thousands of form images that are normally printed. Clients scan additional documents related to core ERP Pro business processes that originate externally. Users have easy access to all these securely archived documents, retrieving images directly from their inquiry screens or directly from Content Manager. Additionally, system generated reports are archived for later retrieval. Content Manager is ideal for clients who wish to eliminate paper, protect images, and retrieve a variety of related documents.

Benefits

- Manages electronic documents and lessens the need for file cabinets

- Eliminates misfiled documents, lost paperwork, and the search through paper files, saving time and money while increasing productivity

- Provides user access to documents associated with ERP Pro transactions

- Automatically captures your forms and reports

- Users retrieve from their familiar interface from all inquiry screens

- Eliminates liability that comes with employees deleting (or not deleting) documents per best practices

- Multiple users can simultaneously retrieve vital business documents
- Conforms to Records Management requirements, including retention schedules and file plans
- Responds to audit information requests, subpoenas, and other mandatory requirements
- Disaster Recovery and Long-term protection is assured with a minimum of administration
- Mark up and annotate documents creating Sticky Notes, Text Stamp and more
- Indexes each word in a document for key word searches

Control Your Paperwork Process

With Content Manager, all documents are linked together through one solution. For instance, users can view a vendor invoice and its related credit memo, quotation, contract document, packing list, or any other incoming correspondence. Human Resources users can view documents related to Personnel Action, New Hire, and Employee files. This feature is leveraged across the organization in multiple business scenarios. Because some ERP Pro content is central to the needs of all users, authorized personnel can display all the associated documents with just a few clicks of the mouse.

Features of Content Manager

Batch Invoice Processing

To make invoice processing easier, Content Manager supports invoice batch scanning. Content Manager saves time by providing a batch scanning utility for vendor invoices, thus streamlining the invoice capture process.

Automatically archive ERP Pro Mail Merge documents to Content Manager

Users create, print and archive documents sent to employees, citizens, or vendors.

Basic OCR

Capture text from attachments to provide users full-text searching over all content stored in Content Manager. The OCR (optical character recognition) data will also provide rope-able indexing for quick indexing with extensive data such as long addresses or names.

Advanced search

- Key Word Search capabilities for content via the full text of attachments through the Content Manager application and optional Content Manager Self Service interface.
- Customize "search" criteria for better search results using Content Manager filters.

Scheduler

Include links to reports submitted to Content Manager during execution of a scheduled job.

View documents from ERP Pro Central Programs

Through the Dash Board from ERP Pro Central Programs (Vendor Central, Employee Central, etc.) users can view images of important document like checks and invoices.

Self Service viewing

Retrieval of Images from Self Service for Employees, Vendors, and Citizens i.e., Employees can view P/R check and W-2 images (ERP Pro).

Security

- Extensive capabilities ensure accuracy and integrity of stored documents and content.

- Flexibility within security, providing authorization to certain users, security, redaction, records management and more.

Audit Trail/Versioning

With built in versioning and audit trail functions, see who has modified content; also, compare versions or restore content from previous versions.

Optional Modules

Content Manager Self Service

Provide restricted access to specific Content Manager content through Content Manager's public Web interface.

eCommerce

Offers users the ability to purchase documents and/or subscriptions to content through Content Manager Self Service interface.

Auto Indexing and Redaction (optional)

Auto indexing can be configured to recognize forms, and automatically index data from the images. Based on the form configuration portions of the image can be redacted to SSNs, bank account numbers, etc. This feature is beneficial with standard forms and type-written data.

Content Manager Disaster Recovery services (optional)

Will restore your latest data and images and in most cases, will have you up and running within hours of reporting a disaster. (Clients are expected to continue their backups for retention purposes.)

Go Green with Tyler Content Manager Core

Create a green initiative for your school district when you transform paper-based information to electronic documents with Content Manager. Because documents are available from anywhere, moving information to those who need it is cost effective and good for the environment—fewer trees, less gas consumption and carbon emissions. What's more, you'll save on mailing costs and realize a significant return on investment.

Software Technology

Adhering to a philosophy of "progress without breakage" means we are continually evolving both the technology and the functionality of our product while successfully transitioning our customers through each subsequent generation of software. This strategy has contributed significantly to the 99% customer retention rate within the ERP Pro customer base.

Database

Microsoft SQL is the underlying database for Tyler's applications, offering an RDBMS environment with easy access to the data for exporting, querying and reporting purposes. This database solution also supports an MS SQL Data Warehouse option for data mining, reporting and analysis capabilities in a user-friendly environment without impacting performance.

Features & Highlights

Modular Integration

The ERP Pro solution represents an extensive collection of integrated applications that are categorized into suites for Financial Management, Personnel Management, Citizen Services, Court Case Management, Public Safety Management, Mobile Applications, and Online Solutions.

ERP Pro applications are organized in a modular design and utilize a single database for all applications with unlimited concurrent users. The two-fold benefit of this modular approach allows customers to purchase and implement specific applications as needs arise and budgets allow while still offering the integration necessary to maintain a productive and cost-effective environment as new modules are added.

Workflow Capabilities

ERP Pro software provides the tools to allow users to achieve optimal operational efficiency and organizational effectiveness. With that in mind, all applications in this proposal offer close integration and a variety of security options.

ERP Pro software offers electronic workflow throughout the system. Individual steps within a packet also allow for systematic review and approval as well as suspension of transactions. An audit footprint is associated with each processing step (input, last edit, approve, update, etc.), which includes user identification, date, and time.

User Interface

Tyler's ERP Pro software offers a true windows solution taking advantage of the latest tools technology has to offer. Global options include communication alerts, processes, and reports across multiple applications. Extensive filter and query capabilities are available throughout the software allowing users to retrieve records and transactions based on partial entry and viewed prior to selection. With a concept of "find first, edit second", retrieved records may be edited contingent upon user security. Dynamic grid controls give users greater flexibility in sorting, viewing and grouping information. User-defined configurations can be saved and are specific to the user. Grid contents can also be printed and exported to Microsoft Excel, HTML or XML formats.

Data validation is also extensive throughout the ERP Pro solution and includes record checking as well as numeric and decimal enforcement. Calendar buttons offer a fully automated way to select dates by viewing and selecting a day, month, and year on a calendar pad. Users also have the ability to export grid contents to Microsoft Excel, HTML or XML formats.

Workspaces

The ERP Pro Workspace is the user interface that runs in the program shell. Within the Workspace, an unlimited number of customized, role-based Work Stations can be created. Work Stations can include data processing screens, custom widget spaces, search results, external web pages, and more.

User Workspace customization is client-defined. Users can be restricted to pre-defined templates for their workspaces, creating a controlled work environment. By default, individual Work Stations are displayed as tabs within the ERP Pro shell; however, they can also be undocked and used as stand-alone screens, perfect for dual monitors and power users.

Reporting and Analysis Tools

Beyond the extensive query capabilities available, ERP Pro software also includes standard reporting and analysis tools and an integrated Report Writer for creating ad-hoc reports. All reports in the software can be previewed through a viewer with user-defined display parameters, layouts, formats, and printer options. The viewer provides search and go to functionality as well as drill-down options directly to the related data within the software.

Reports can be printed from the viewer at any time or exported to a variety of formats including Microsoft Word and Excel, HTML, CSV and XML formats. Reports can be scheduled to run automatically at user-specified times in addition to automatic delivery to designated personnel. The Report Writer also allows users to modify existing reports as needed and design new reports more unique to their organization.

Web Capabilities

ERP Pro's web solutions allow organizations to interact with the public and offer access to real-time information through website integration of applications. These web applications are supported by a web portal accessed through a link on an existing website for the express purpose of serving the online components within the software. Tyler also offers services designed to facilitate the upload of payment information to the ERP Pro applications.

System Security

Tyler's ERP Pro solution uses the Trusted Security Model based on Microsoft Windows® philosophy. This means once a user logs into his\her operating system, the system security will automatically recognize the individual.

Security within the software supports both individual and group permissions simultaneously. These permissions can be assigned to individual applications and programs within applications. The software also tracks which programs are executed and by whom. The system logs information such as date, time, user, program name, and system message for each entry. Other security options available in a number of ERP Pro applications include fund, department, record, tab, and field.

Audit Trail Features

Transactions are processed in ERP Pro using a packet concept (user-defined groups of transactions) creating a system level audit trail of input, edit, registers, approval, and update of data. A footprint is associated with each packet and step reflecting the operator identification, date, and time. Transaction Registers provide detailed information including dates, general ledger account names and numbers, transaction amounts, descriptions, and references. All transactions are also branded with an identification that incorporates the source module from which they originated.

Transaction audit reports are an additional audit source and are obtainable for specified date and account ranges. System-generated audit logs are also accessible that track user access to all programs within the system. Additionally, the system creates audit files within a number of the individual applications that log any changes to critical fields. Audit Reports can be generated that reflect the type of change (add, change or delete), date, time, operator ID, data file, field ID, old data and new data.

Best Business Practices and Process Improvement

The user-defined customization incorporated into the ERP Pro solution provides users with the ability to define the structure and content of the software according to the best business practices applicable to their

specific environment. To complement that flexibility, our implementation approach provides the opportunity to review current business practices and processes. Tyler's staff can meet with personnel to identify areas for improvement and determine the most efficient workflow environment in all areas of ERP Pro software.

Quality Assurance

Tyler incorporates an extensive Quality Assurance process in the development of our software products. Members of the Quality Assurance team specialize in specific areas of the product line consistently expanding their expertise in that specialty. The appropriate team member is assigned to test the form and function of each component of a new application as well as integration with other ERP Pro applications.

The applicable team member also ensures that any software enhancements perform as expected and validates that any changes made do not have an adverse effect on related programs and systems. In addition to this in-house testing, each new release of ERP Pro software undergoes extensive Beta testing at a number of customer sites to ensure its reliability in the field.

Business Licenses

Information & Reports

- Collects license information including business name and address, multiple contacts, taxpayer ID number, and contractor information
- Integrates fully with building contractors
- Calculates jurisdictional discounts, penalties, tax, and interest automatically upon payment for license renewals based on due dates
- Allows user to apply jurisdictional discounts when renewing licenses
- Allows users to associate NAICS codes at the fee level
- Maintains a detailed history of actions for each license including charges, payments, adjustments, and penalties
- Generates various standard reports with filter-driven parameters that allow for targeting of specific data
- Supports miscellaneous registration items
- Captures user-defined data elements by license type
- Provides a Fee Detail Report which includes input amounts for each license as well as the input total for all licenses on the report
- Integrates with Microsoft® Office for letter generation and data analysis
- Integration with Business License Online web services application

User Friendly

- Quick searches by license number, name, status, type, secondary contact information, user-defined data, and more
- Flexible renewal processing, supporting both single and batch renewals
- User-defined rates and renewal periods, providing the control to fit your business needs
- Easy and flexible built-in reporting tools and license printing capabilities

- Seamless system-wide integration

Transaction Efficiency

- Produces automated license renewals and provides the option to renew licenses at the time of payment from the Cash Collections module

- Manages the business license lifecycle including issuance, charges, collection, and re-issuance

- Increases license renewals by automatically generating renewal letters with varying content based on selection

- Provides numerous features to speed data input and validation including templates and copy operations

Building Projects

Information & Reports

- Inclusive record of entire project lifecycle, from architecture review to final punch list verification, completely user defined

- Software supports multiple permits per project, multiple phases for each permit, and multiple inspections per phase

- Complete capture of all conditional information about the project and each permit type within the project

- Workflow integration to facilitate project and permit completion and notification of events pertaining to project status and permitting status

- Detailed contractor sub-module to track all aspects of contracting including name, address, user-defined data, licensing, and insurance

- Complete record of estimated costs and construction costs per permit type as well as general contractor and subcontractor assignment at the permit and project levels

- Extensive inspection scheduling module with graphical calendar function to view available inspectors and to perform load balancing

- Integration with GIS Mapping and mobile applications

- Complete integration with Microsoft Office for letter generation and data analysis

User Friendly

- Delivers mobile inspection, mapping, and imaging capabilities

- Provides multiple project template options to facilitate massive urban renewal, new development, and large commercial construction

- Offers click-once phase completion and creation

- Achieves seamless system-wide integration

- Allows comprehensive drilldown to data within a project

- Establishes user-defined permit data, segment information, and reporting

Transaction Efficiency

- Validates information quickly when permits are entered into the system including expiration dates for contractor's licenses, bonds, workers' compensation, and insurance

- Captures data for easy retrieval and tracking by permit number, project type, physical location, name, and status

- Maintains complete transaction records for all projects including charges, payments, adjustments, and more

- Includes ability to capture user-defined data by project type

- Calculates project's expiration date based on user specifications such as number of days, months, or years as well as upon issue date change

- Provides numerous features to speed data input and validation including templates and copy operations

Call Center

Information & Reports

- Provides complete information regarding incident status, task status, and resolution actions performed

- Allows setup of user-defined codes for incident types, statuses, task groups, and priorities

- Automatically generates tasks based on user-defined resolution

- Closes incidents or generates new tasks upon completion

- Allows users to define employee groups which can be assigned to incidents and tasks

- Provides full complement of reports including detailed reports for statistical analysis on call volume, statuses, staff or group workload, and resolutions

- Integrates with Microsoft® Office for letter generation

- Allows setup and processing of user-defined workflows for incident resolution

User Friendly

- Fast access to incident and task information to facilitate citizen requests

- Reduction of data entry duplication through contact and property associations

- Filtering of data views by property, citizen, incident type, dates, staff, group, priority, and user-defined data

- Full audit trail for creation, editing, and resolution

- Simplified reporting using saved report filtering and formatting settings

- Full integration to ERP Pro Mapping

Transaction Efficiency

- Automatic assignment of due dates and status based upon workflow and code setup parameters

- Automatic notification of past due tasks to staff or group

- Specialized console programs for incident entry to increase operator efficiency

- Support for user-defined data elements

- Automatic creation of next task in workflow

- Independent task processing

Cost / Fee Proposal

Notes

The following Cost / Fee Proposal is based on the stated requirements provided by The Town of Kenneth City, Florida in this RFP. It includes Tyler software license fees, estimated services, project management, conversion, and travel and expense costs.

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

Travel expenses are estimated; however, actual expenses will be billable.

The license 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.

Optional Pricing

Tyler has provided additional modules and/or services within this response. These are items that Tyler believes would benefit the Town, and will add to the overall functionality of the proposed system. These items are not included in the standard pricing, and can be removed at the Town's request. If you have any questions about the optional modules or services outlined in this proposal, please contact your Senior Account Representative, Tami Bates via email at Tami.Bates@tylertech.com, or call at 800.772.2260 ext: 5375 for complete details.

Tyler SaaS

With the Tyler Software as a Service (SaaS) solution, we will host and manage the Tyler software 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, and 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.

CONFIDENTIAL & PROPRIETARY

The Town of Kenneth City, Florida　　　　　　　　　　　　　　　　　　　　　　*Tyler Technologies, Inc.*
Turn-Key Accounting/Finance Staffing and ERP Technology　　　　　　　　　　　　　　*Page 61*

FORM 15 PRICE PROPOSAL

Base Price (Per Year) for Work Performed Pursuant to Section II (Scope of Services):

	ANNUAL PRICE	5 YEAR PRICE
Accounting/Finance Outsourced Staffing $ N/A		
ERP Technology Solution - Core Price	$19,158	$95,790
Price for additional modules		
payroll	$3,662	$12,560
building permits	$2,749	$13,745
code enforcement	$2,749	$13,745
human resources	included in Payroll	included
task management	$2,512	$12,560
Total Base Proposal	$30,830	$154,150

Lead and Manage ERP Transition	$37,890	(one-time fee) ERP Solution
Lead and Manage ERP Transition	$29,000	(one-time fee) plus additional modules

Option Year Costs:
The annual base bid shall be as quoted for the initial five-year contract and shall not increase during any option years.

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

HOURLY RATES:

Accountant $ N/A_____ per hour

Bookkeeper $ N/A_____ per hour

CPA $ N/A_____ per hour

CFO/Finance Director $ N/A_____ per hour

_____ $_____ per hour

_____ $_____ per hour

_____ $_____ per hour

_____ $_____ per hour

The undersigned attests to their authority to submit this proposal and to bind the firm herein named to perform as per contract if the firm is awarded the agreement by the Town. The undersigned further certifies that they have read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Tyler Technologies, Inc._____

Authorized Signature: _____ Title: President, LGD_____

Print or Type Name: Dane Womble_____ Date: 9/1/22_____

tyler technologies ®

Quoted By: Tami Bates
Quote Expiration: 02/20/23
Quote Name: Fund Balance to ERP Pro 10 SaaS RFP response

Sales Quotation For:
Town of Kenneth City
6000 54th Ave N
Kenneth City FL 33709-1806

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
ERP Pro powered by Incode				
ERP Pro 10 Financial Management Suite				
Core Financials	$ 15,995	$ 9,597	$ 6,398	$ 0
Fixed Assets	$ 1,675	$ 670	$ 1,005	$ 0
Human Resources Management (Includes Position Budgeting)	$ 5,995	$ 2,398	$ 3,597	$ 0
Purchasing	$ 4,785	$ 1,914	$ 2,871	$ 0
ERP Pro 10 Customer Relationship Management Suite				
Cashiering	$ 2,200	$ 880	$ 1,320	$ 0
Work Order Asset Maintenance	$ 4,111	$ 1,644	$ 2,467	$ 0
ERP Pro Community Development Suite				
Code Enforcement	$ 4,500	$ 1,800	$ 2,700	$ 0

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Description				
Licensing	$ 4,500		$ 0	$ 0
Permitting	$ 4,500	$ 1,800	$ 2,700	$ 0
Tyler One				
Content Manager Suite				
Core	$ 5,445	$ 2,178	$ 3,267	$ 0
TOTAL:	**$ 53,706**	**$ 27,381**	**$ 26,325**	**$ 0**

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Work Order Asset Maintenance SaaS Fees	$ 1,480
Human Resources SaaS Fees	$ 2,158
Purchasing SaaS Fees	$ 1,723
Fixed Assets SaaS Fees	$ 603
Core Financials SaaS Fees	$ 5,758
Content Manager SaaS Fees	$ 1,960
ERP Pro 10 Customer Relationship Management Suite	
Cashiering SaaS Fees	$ 792
ERP Pro Community Development Suite	
Permitting SaaS Fees	$ 1,620
Code Enforcement SaaS Fees	$ 1,620
Licensing SaaS Fees	$ 1,620
TOTAL:	**$ 19,334**

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	228	$ 33,060	$ 0
ERP Pro 10 Customer Relationship Management Suite			
Professional Services	76	$ 11,020	$ 0
ERP Pro Community Development Suite			
Professional Services	96	$ 13,920	$ 0
Content Manager Suite			
Professional Services	32	$ 4,640	$ 0
Other Services			
Project Management	1	$ 250	$ 0
TOTAL:		**$ 62,890**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 26,325	
Total SaaS		$ 19,334
Total Tyler Services	$ 62,890	
Summary Total	**$ 89,215**	**$ 19,334**
Contract Total	**$ 108,549**	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Core Financials	116	$ 16,820	$ 0
Fixed Assets	12	$ 1,740	$ 0
Human Resources Management	80	$ 11,600	$ 0
Purchasing	20	$ 2,900	$ 0
Sub-Total	**228**	**$ 33,060**	**$ 0**
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	20	$ 2,900	$ 0
Work Order Asset Maintenance	56	$ 8,120	$ 0
Sub-Total	**76**	**$ 11,020**	**$ 0**
ERP Pro Community Development Suite			
Code Enforcement	24	$ 3,480	$ 0
Licensing	32	$ 4,640	$ 0
Permitting	40	$ 5,800	$ 0
Sub-Total	**96**	**$ 13,920**	**$ 0**
Tyler One			
Content Manager Suite			
Core	32	$ 4,640	$ 0
Sub-Total	**32**	**$ 4,640**	**$ 0**
TOTAL:	**432**	**$ 62,640**	**$ 0**

Comments

- Some services may be delivered remotely via web-based training.

- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import) Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:
• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• 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 accessible to 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.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o 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.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o 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.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

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.#: _____

Tyler Payments Fee Schedule

Payer Electronic Payment Costs (Service Fee Model)
If passing transaction costs to the payer

Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express

Applies to:
- Permitting: Online and In Person

3.50%
$2.50 minimum

Client Electronic Payment Costs (Cost Plus Fee Model)
If absorbing the transaction costs

Client Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express for transactions on top of bank and card brand fees

Applies to:
- Business Licenses: Online and In person

0.65% + $0.65

$1.25 is required for this model.

Miscellaneous Costs

Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

$15.00

eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)

$5.00

Monthly Gateway Fee – Per merchant account

$10.00

Annual PCI Compliance Fee – Per merchant account

$99 annually

Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support

Lane 3000: $419 (one-time fee per device)
Lane 5000: $529 (one-time fee per device)
Plus $180 annual per device PCI service fee

Attachments

Please see this section for Tyler's response to the forms attached in the Town of Kenneth City's RFP.

FORM 1 PROPOSAL CHECKLIST

X   Form 1:   Proposal Checklist

X   Form 2:   Certification

X   Form 3:   Company Qualifications Questionnaire

X   Form 4:   Acknowledgment of Addenda

X   Form 5:   Single Execution Affidavit

X   Form 6:   Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))

X   Form 7:   Dispute Disclosure

X   Form 8:   Key Staff and Proposed Subcontractors

X   Form 9:   Reference Letters

X   Form 10:   E-Verify Affidavit

X   Form 11:   IRS Form W-9

X   Form 12:   Proof of Required Insurance

X   Form 13:   Bid Security/Bid Bond (unless waived)

X   Form 14:   Performance Bond & Payment Bond (unless waived)

X   Form 15:   Price Proposal

Firm: Tyler Technologies, Inc.   Date: 9/1/22

Authorized Signature: _Dane Womble (signature)_

Print or Type Name: Dane Womble   Title: President, LGD

FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.

2. I/We understand, acknowledge, and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of Kenneth City or any of its employees and officials.

3. I/We understand, acknowledge, and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether the offer is the lowest price offer received.

4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.

5. I/We understand, acknowledge, and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.

*6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.

7. I/We understand, acknowledge, and agree that the Finance Professional(s) shall provide accounting and finance services in accordance with this RFP, as they may be amended from time to time.

8. I/We understand, acknowledge, and agree that the Town Manager will be responsible for monitoring the day-to-day services of the Finance Professional(s). The Finance Professional(s) shall promptly report any conditions, transactions, occurrences, events, situations, or circumstances encountered who would impede or impair the proper conduct of the finance services provided.

*9. I/We understand, that a separate contract for services shall be provided for the onsite-outsourced Finance Professional(s).

*10. I/We understand, that a separate contract for services shall be provided for the Turn-key ERP Technology Solution.

*11. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.

*12. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

[SIGNATURE PAGE TO FOLLOW]

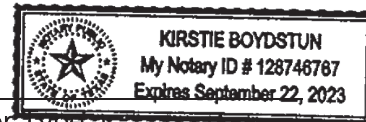*Signature of Authorized Representative: _____

ACKNOWLEDGMENT

State of Florida
County of __Lubbock, Texas__

The foregoing instrument was acknowledged before me by means of __X__ physical presence or _
online notarization, this __1st__ day of _____September_____, 20_22_, by_____Kirstie Boydstun_____
_____(name of person) as _____Notary Public_____ (type of authority) for _____
___Dane Womble___(name of party on behalf of whom instrument is executed).

Kirstie Boydstun

KIRSTIE BOYDSTUN
My Notary ID # 128746767
Expires September 22, 2023

Notary Public (Print, Stamp, or Type as
Commissioned)

___X___Personally known to me; or
_____Produced identification (Type of Identification:_____
_____)
___X___Did take an oath; or
_____Did not take an oath

*Subject to exceptions provided with proposal.

FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Tyler Technologies, Inc.
Firm Name

5101 Tennyson Parkway, Plano, TX 75024
Principal Business Address

972.713.3700
Telephone Number

www.TylerTech.com
Email Address

75-2303920   N/A
Federal I.D. No. or Social Security Number   Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION
How many years has the firm has been in business under its current name and ownership? **53 years**

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

F05000001163   5/2/2013
Document Number   Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

N/A   N/A   N/A
Category   License No.   Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
        ☐ Individual   ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP ☐ Other_____

Please identify the Firm's primary business: <u>Local Government</u>

Please identify the number of continuous years your Firm has performed its primary business: ____
<u>53 years</u>

* Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

* Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
John Marr	CEO	All
Dane Womble	President LGD	All

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees	6,672
Total No. of Managerial/Administrative Employees	502

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Marsh USA, Inc.	Finn Davis
Insurance Carrier Name	Insurance Carrier Contact Person

99 High Street, Boston, MA 02110	617.999.7893	Finn.Davis@marsh.com
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years?   ☒ No   ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

_____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Vangaurd Group, Inc.	Corporation	10.71%
Blackrock, Inc.	Corporation	7.07%
Principle Financial Group, Inc.	Corporation	4.28%
State Street Corporation	Corporation	4.05%
APG Asset Management N.V,	Corporation	3.90%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☒ No   ☐ Yes   If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS
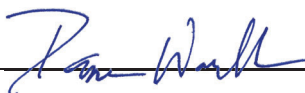
Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Village of Islamorada, FL	Maria Bassett	305.664.6440	maria.bassett@islamorada.fl.us	June 2015
Town of Surfside, FL	Javier Collazo	305.861.4863	jcollazo@townofsurfsidefl.gov	January 2018
City of Neptune Beach, FL	Stefen Wynn	904.270.2400	cm@nbfl.us	August 2020
City of Chattahoochee, FL	Wendy Doyal	850.663.4046	wendy.doyal@fairpoint.net	2017
North Bay Village, FL	Mario Diaz	786.423.7626	mdiaz@nbvillage.com	2017

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Tyler Technologies, Inc.

Authorized Signature: _____   Date: 9/1/2022

Print or Type Name: Dane Womble   Title: President, LGD

* Tyler obtains and maintains state business registrations, as required, in the states in which it does business. We work with our customers to determine whether additional licenses are required and, in the event they are, we obtain them prior to the commencement of services on that customer's project.

Our project managers are trained to maintain the professional standards of PMI or their equivalent. Many of our project managers earn Project Management Professional (PMP) certification, a qualification program that signifies a professional has met very stringent project management guidelines.

We also have support staff that goes through HDI Customer Service certification/training and/or PMP certification. Most product training for the Tyler software is conducted in-house through classroom and one-on-one education. We also use internal documentation and videos to train staff on new features and functionality that are available with new releases.

Our data center and the hosting services it supports undergo both a SSAE-16 and a SOX audit on an annual basis.   We also have a PCI bubble in Yarmouth and Dallas that are certified annually. These audits are conducted by a third-party firm.

FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____	Addendum 1	_____	Addendum 6
_____	Addendum 2	_____	Addendum 7
_____	Addendum 3	_____	Addendum 8
_____	Addendum 4	_____	Addendum 9
_____	Addendum 5	_____	Addendum 10
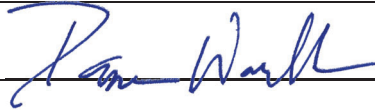
Firm: Tyler Technologies, Inc.

Authorized Signature: _____ Date: 9/1/2022

Print or Type Name: Dane Womble   Title: President, LGD

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Tyler Technologies, Inc.   By: Dane Womble, President LGD
NAME OF PROPOSING OR BIDDING ENTITY   INDIVIDUAL'S NAME AND TITLE

75-2303920   Date: 9/1/2022
FEIN OF PROPOSING OR BIDDING ENTITY

*Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

*Subject to exceptions provided with proposal

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Respondent list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such

employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1._____Tyler Technologies, Inc._____ Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification;

or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Respondent Initials

*Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

_____
Respondent Initials

*Subject to exceptions provided with proposal

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Vanguard Group, Inc	100 Vanguard Boulevard Malvern, PA 19355-2000 USA	10.71%
Blackrock, Inc.	295 Madison Ave, New York, NY 10017, USA	7.07%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

_____
Respondent Initials

Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

_____
Respondent Initials

*Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____   *Subject to exceptions provided with proposal
Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

_____

Witness #1 Print Name: Dane Womble

_____

Witness #2 Print Name: Kirstie Boydstun

Signed, sealed and delivered by:

_____

Print Name: Kirstie Boydstun

Title: Proposal Manager

Firm: Tyler Technologies, Inc.

ACKNOWLEDGMENT

State of Florida
County of Plano, Texas

The foregoing instrument was acknowledged before me by means of __X__ physical presence or ___ online notarization, this __1st__ day of _____September_____, 20_22_, by_____Kirstie Boystun_____ (name of person) as _____Notary Public_____ (type of authority) for __Dane Womble__ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

KIRSTIE BOYDSTUN
My Notary ID # 128746767
Expires September 22, 2023
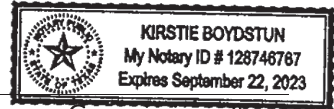
__X__ Personally known to me; or
_____ Produced identification (Type of Identification:_____)
__X__ Did take an oath; or
_____ Did not take an oath

FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Tyler Technologies, Inc.

Authorized Signature: _____ Date: 9/1/22

Print or Type Name: Dane Womble   Title: President, LGD

FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?
    YES _____ NO ___X_____
    _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
    YES ___X_____ NO _____
    _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
    YES ___X_____ NO _____
    _____
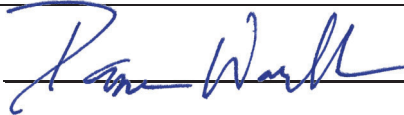
    If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: _Tyler Technologies, Inc._____

Authorized Signature: _____ Date: _9/1/22_____

Print or Type Name: __Dane Womble_____ Title: _President, LGD_____

There has not been disciplinary action taken nor is there pending disciplinary actions against Tyler in the past five (5) years. Out of an abundance of caution, Tyler is disclosing pending litigation involving Tyler Technologies, however there are no lawsuits that will affect Tyler's ability to provide its proposed solution or ongoing maintenance and support of its products and services.

Litigation matters involving a Tyler client: Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client.

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

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims.

Currently pending lawsuits that meet this description are summarized below:
- *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 expects to move for summary judgment that each role is properly classified as exempt as a matter of law.

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.
- **Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.** (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a

Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.

Form 7: Dispute Disclosure, Question 2 Response

There are no reportable terminations for cause/breach/default, as any contract termination between Tyler and any client has been mutually agreed to by the parties.

On average, Tyler adds 11 new clients each week, and we have a 98% client retention rate. In the past five years, 44 Local Government Division 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 ** remain Tyler Clients on other software products.

- 2022
  o Tri-County Health Department, CO
  o Harrah Public School District 7, OK
  o Maine School Administrative District 6 Buxton, ME
  o Carbon County School District 1, WY
  o West County Wastewater District, CA**
  o Decision Support Group, MD
  o Hawthorne Board of Education, NJ
- 2021
  o Laurel, MS**
  o Carbon Valley Parks and Recreation District, CO
  o 21st Century Charter Schools, AZ
  o Collaborative for Education Services, MA
  o Niles Park District, IL
  o Calumet County, WI
  o Lincoln County School District, NV

- 2020
  o Oak Harbor, WA
  o Hardeeville, SC
  o Kit Carson County, CO**
  o Brentwood, CA
  o Crook County, OR
  o Charleston R-I School District, MO**

- 2019
  o Rochester, IN
  o RSU 5, ME
  o Oklahoma Medical Research Foundation
  o Kauai County, HI**
  o Lehigh County, PA**
  o Franklin County, PA**
  o Batesville, AR
  o South Texas Independent School District, TX

- 2018
  - Baltimore County Government, MD**
  - Town of Erie, CO**
  - McHenry County, IL
  - Glen Carbon, IL**
  - Corinth Central School District
  - Alva, OK**
  - North Slope Borough School District, AK
  - Cottage Grove, MN**
  - Vernare Learning, MO
  - Missouri School for the Deaf **
  - Missouri School for the Blind**
  - Missouri School for the Severely Disabled**
  - Kearsarge Regional School District/SAU #65, NH
  - New Hyde Park-Garden City Park Union Free School District, NY
  - Ashland School District #5, OR**
  - St. Johns Unified School District, AZ **

There are no lawsuits that will affect Tyler's ability to provide its proposed solution or ongoing maintenance and support of its products and services. However, in the interest of transparency, Tyler is providing the following information about litigation in the past 5 years

Litigation matters involving a Tyler client: Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. 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.

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

New World. The lawsuit asserted four claims relating to the proposal and the parties' resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire's claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

***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.

- *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.

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.

- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.

- *Von Lossberg v. Tyler Technologies, Inc. et al.* (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police ("ISP") to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that "the Ada County clerk's office was sending Commitment Orders and the ISP was receiving them, but ISP's system was not processing any of the information." It is also undisputed that Tyler did not develop, implement or maintain the ISP's system. Tyler moved to dismiss the lawsuit, and the court converted Tyler's motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.

<u>KEY STAFF</u>

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No   □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources.				

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

_____

_____

_____

_____

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: Tyler Technologies, Inc.

*Authorized Signature: _Dane Womble (signature)_   Date: 9/1/22

Print or Type Name: Dane Womble   Title: President, LGD

*Subject to exceptions with proposal

FORM 9 REFERENCES

REFERENCE #1

Public Entity Name: Village of Islamorada, FL

Reference Contact Person/Title/Department: Maria Bassett, Finance Director

Contact Number & Email 305-664-6440 maria.bassett@islamorada.fl.us

Public Entity Size/Number of Residents/Square Mileage: Population 6,384

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) June 2015 ERP Pro SaaS

Is the Contract still Active? Yes X_____No _____

REFERENCE #2

Public Entity Name: Town of Surfside, FL

Reference Contact Person/Title/Department: Javier Collazo, Finance Manager

Contact Number & Email 305-861-4863 jcollazo@townofsurfsidefl.gov

Public Entity Size/Number of Residents/Square Mileage: Population 5,665

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) January 2018 ERP Pro SaaS

Is the Contract still Active? Yes X_____No _____

REFERENCE #3

Public Entity Name: <u>City of Neptune Beach, FL</u>

Reference Contact Person/Title/Department: <u>Stefen Wynn, City Manager</u>

Contact Number & Email <u>904-270-2400 cm@nbfl.us</u>

Public Entity Size/Number of Residents/Square Mileage: <u>Population 7,214</u>

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) <u>August 2020 ERP Pro 10 SaaS</u>

Is the Contract still Active? Yes <u>X</u>   No <u>   </u>

FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

_____   Print Name: _____Dane Womble_____

Title: _____President, LGD_____   Firm: _____Tyler Technologies, Inc._____

ACKNOWLEDGMENT

State of Florida
County of ___Lubbock, Texas___

The foregoing instrument was acknowledged before me by means of __X__ physical presence or ___ online notarization, this __1st__ day of _____September_____, 20 _22_, by_____Kirstie Boydstun_____ (name of person) as _____Notary Public_____ (type of authority) for __Dane Womble__ _____(name of party on behalf of whom instrument is executed).

_____Kirstie Boydstun_____
Notary Public (Print, Stamp, or Type as Commissioned)

KIRSTIE BOYDSTUN
My Notary ID # 128746767
Expires September 22, 2023

__X__ Personally known to me; or
_____ Produced identification (Type of Identification:_____)
__X__ Did take an oath; or
_____ Did not take an oath

E-Verify *Employment Eligibility Verification*

Case Administration

Initial Verification

View Cases

User Administration

Change Password

Pwd Challenge Q&A

Change Profile

Site Administration

Add User

View Users

Maintain Company

Terminate Company
Participation

Reports

View Reports

Company Information

Company Name:	TYLER TECHNOLOGIES, INC
Company ID Number:	43510

Physical Location:

Address 1:	370 US ROUTE ONE
Address 2:	
City:	FALMOUTH
State:	ME
Zip Code:	04105
County:	CUMBERLAND

Employer Identification Number:	752303920
Total Number of Employees:	1,000 to 2,499
Corporate / Parent Company:	TYLER TECHNOLOGIES, INC

Organization Designation:

Employer Category:

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICE

Total Hiring Sites: 9

Total Points of Contact: 2

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services

AFFIDAVIT OF Stacey Gerard

Stacey Gerard, first being duly sworn, does hereby depose and state as follows:

1. My name is Stacey Gerard;

2. I am the Assistant Secretary for Tyler Technologies, Inc., a business entity organized under the laws of the State of Delaware and having a place of business in Falmouth, Cumberland County, Maine;

3. The information contained in this affidavit is based upon my personal knowledge as Assistant Secretary and I am duly authorized and empowered to make this affidavit;

4. Tyler Technologies, Inc., is a participant in the e-Verify Employment Eligibility Verification program whereby all applicants for employment at Tyler are screened to determine employment eligibility in the United States;

5. Attached hereto is a true copy of the enrollment information relative to Tyler's participation in the said program.

Dated: January 21, 2010

Stacey M. Gerard
Stacey Gerard

State of Maine
Cumberland, ss.   January 21, 2010

   Then personally appeared before me the above named Stacey Gerard, and gave oath that the foregoing is true to the best of her knowledge, information and belief and whereupon information and belief she believes it to be true.

Wade
Wade A. Riley
Notary Public

FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: ___Tyler Technologies, Inc._____

Authorized Signature: _____ Date: ___9/1/22_____

Print or Type Name: ___Dane Womble_____ Title: ___President, LGD_____

Form **W-9**

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

See Specific Instructions on page 3. / Print or type.

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

Tyler Technologies, Inc

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC   ☑ C Corporation   ☐ S Corporation   ☐ Partnership   ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)   5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Office Address:

5101 Tennyson Parkway

6 City, state, and ZIP code

Plano, TX 75024

Remit Address:

Box 203556

Dallas, TX 75320-3556

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I   Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

7 5 – 2 3 0 3 9 2 0

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶ *Anne R Stanley*   Date ▶ 1-5-2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

Cat. No. 10231X   Form **W-9** (Rev. 10-2018)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2022

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	CONTACT NAME:	Finn Davis		
MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110	PHONE (A/C, No, Ext):	(617) 999-7893	FAX (A/C, No):	
	E-MAIL ADDRESS:	Finn.Davis@marsh.com		

	INSURER(S) AFFORDING COVERAGE	NAIC #
CN102891976-TTI-GAWX+-22-23	INSURER A : Hartford Fire Insurance Co	19682
INSURED	INSURER B : Trumbull Insurance Company	27120
Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	INSURER C : QBE Specialty Insurance Company	11515
	INSURER D : Sentinel Insurance Company	11000
	INSURER E : Hartford Casualty Insurance Company	29424
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:	NYC-011255440-04	REVISION NUMBER: 0

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			10 UEN DL0437	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE X OCCUR						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
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10 UEN DI9897	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			10 XHU DL0102	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 25,000,000
	☐ DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			10WBAK8AGK	04/01/2022	04/01/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Cyber Protection			130001996	12/17/2021	12/17/2022	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1150 18th Street, N.W., Washington, DC 1150 18th SPE LLC is Additional Insured as repsects general liability on a primary and noncontributory basis, a waiver of subrogation applies, where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
	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 Inc.*

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

INTENTIONALLY OMITTED. BID BOND WAIVED.

INTENTIONALLY OMITTED. PERFORMANCE BOND WAIVED.

Exceptions to RFP

<div align="center">
Kenneth City, Florida ("Client")

Enterprise Resource Planning Request for Proposals ("RFP") #2022-04

<u>Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)</u>
</div>

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

The Town of Kenneth City, Florida and Tyler Technologies are parties to a contract for general ledger software. If Tyler is the selected vendor, Tyler is willing to amend the existing contract to document the Client's procurement of ERP Pro 10 and any terms and conditions unique to that additional procurement.

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

- <u>Public Records (p.13); Response Disclosure (p.13); Response Withdrawal (p.13); Retention of Response (p.13); (Form 2; 27):</u> The Client may use the Tyler Proposal for its internal reference in evaluating proposals. Tyler shall retain ownership of all (i) software products licensed to the Client; and (ii) proprietary information contained in all deliverables. Tyler reserves the right to protest the public disclosure of its confidential and proprietary information, consistent with applicable public records laws.
- <u>Applicable Laws (p.14); Laws Ordinances (p.15); (Form 5; p37); Governing Laws (p.17):</u> 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. Tyler agrees that the contract will be governed by Florida Law. To the extent compliance requires a modification to the Tyler software, Tyler will provide that modification according to the provisions set forth in Exhibit C to the Tyler contract or as otherwise agreed to by the parties.
- <u>Taxes (p.14):</u> The fees quoted by Tyler do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by the Client to Tyler. In the event the Client possesses a valid direct-pay permit, the Client will forward such permit to Tyler on the effective date of the contract. In such event, the Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, the Client shall provide Tyler with the Client's tax-exempt certificate.
- <u>Insurance (p.16):</u> Tyler has also provided its Evidence of Insurance certificate. Tyler's insurance program is established at a corporate level and is not subject to change on an individual customer basis. During the course of performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. At your request during contract negotiations, we will

add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer.

- Indemnification (p.16): 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 Section H(1) of Tyler's standard contract.

- Proposed Finance Professional (p.19); Key Staff & Proposed Subcontractors (Form 8; p.43): Tyler will 23provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources.

- Project Implementation Strategy (p.20): Tyler's Proposal includes a sample project plan. Tyler will deliver the actual project plan upon obtaining further information from the Client.

- Cost/Fee Proposal (p.20-21); (Form 15); (p.24): 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.

- Negotiations and Execution of Agreement (p.24); Professional Services Agreement (Attachment A): Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains language specific to the software industry, such as license grant and intellectual property infringement. Tyler recognizes that there may be clauses of particular importance to the Client that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract.

- Incorporation (p.24); (Form 2; p.27): Tyler will agree to incorporate the Client's RFP by reference into the final contract, so long as Tyler's Proposal is incorporated as well, and the order of priority in the event of any conflict is (1) the Agreement; (2) Tyler's Proposal; and (3) the RFP.

- Records Retention (Form 2; p.27): Tyler will retain records directly related to its contract obligations for the greater of (i) five years from creation or (ii) such time period as is required by applicable law.

- Right to Inspect (Form 2; p.27): The Client may audit Tyler's books and records relating directly to the contract once per year on one week advance written notice, and at Client's expense.

- Americans with Disabilities Act Compliance (Form 5; p.33): Tyler agrees to comply with the applicable sections of the ADA as it relates to its employment practices and the services being proposed. Tyler reserves the right to discuss the applicability of Section 508 as it relates to the products and software, including Software as a Service being proposed.

- Assignment (Form 5; p.37): 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.

- <u>Termination (Form 5; p.39)</u>: The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract. The Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process. Tyler'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.
- <u>Compliance with RFP</u>: Tyler's Proposal is in compliance and subject to the RFP terms**, except as modified by, taken exception to, and as otherwise provided in Tyler's proposal**.

Terms and Conditions

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. <u>Rights Granted</u>. 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. <u>SaaS Fees</u>. 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. <u>Ownership</u>.

   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. <u>Restrictions</u>. 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. <u>Software Warranty</u>. 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. <u>SaaS Services</u>.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. 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. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Professional Services Fees</u>. 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. <u>Additional Services</u>. 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. <u>Third Party Hardware</u>. 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. <u>Third Party Software</u>. 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. <u>Third Party Products Warranties</u>.
   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. <u>Third Party Services</u>. 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. <u>Invoicing and Payment</u>. 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. <u>Invoice Disputes</u>. 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. General Indemnification.

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

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

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

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

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. <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. <u>Quarantining of Client Data</u>. 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. <u>Business License</u>. 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. <u>Governing Law</u>. 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. <u>Multiple Originals and Authorized Signatures</u>. 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. <u>Cooperative Procurement</u>. 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. <u>Socrata Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the

Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	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:_____

<u>Address for Notices</u>:	<u>Address for Notices</u>:
Tyler Technologies, Inc.	INSERT CLIENT NAME
One Tyler Drive	CLIENT ADDRESS
Yarmouth, ME 04096	ADDRESS
Attention: Chief Legal Officer	Attention:_____

Exhibit A

Investment Summary

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

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Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
    2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
    2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
    2.3 *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.

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

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

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

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[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

Return Day

Return before 12:00 noon	Breakfast

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B.   Same Day Travel

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

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

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

6.   International Travel

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

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

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

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

Exhibit C

Service Level Agreement

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. 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% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

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

(1) Tyler Website – www.tylertech.com – 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.

tyler technologies

Exhibit D
Third Party Terms

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Attachments

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.

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- 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

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DocOrigin

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

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

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

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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.