

RESOLUTION NO. 3170

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES FOR CONVERTING TO A CLOUD BASED INSTALL OF THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE.

WHEREAS, the City utilizes on premise install of Tyler Technologies ERP software; and
WHEREAS, the City learned that the current ERP installation method will be unsupported in the future; and

WHEREAS, the City has decided to migrate to a cloud hosted solution for the ERP; and
WHEREAS, the City has planned and budgeted for the ERP migration; and

WHEREAS, Tyler Technologies and the City of Wilsonville have negotiated a contract covering the migration of the on-premise ERP system.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Tyler Technologies for a stated value of \$354,627.000 which contract must be substantially similar to Attachment 1 attached hereto and incorporated herein.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of October 2024 and filed with the Wilsonville City Recorder this date.

Signed by:

 8A974AF3ADE042E...
 JULIE FITZGERALD MAYOR

ATTEST:

DocuSigned by:

 E781DE10276B498...
 Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Berry	Excused
Councilor Dunwell	Yes
Councilor Linville	Yes

EXHIBIT:

- A. 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, the Parties agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Wilsonville, a municipal corporation of the State of Oregon, its officials, employees, agents, and consultants.
- **“Data”** means information, regardless of form, entered into Tyler Software by Client, or otherwise hosted on Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler's written proposal to Client, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler's then-current Documentation; however, in no case will current functionality be reduced or eliminated except as specifically permitted through this Agreement.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date the Agreement is signed by both Client and Tyler.
- **“Force Majeure”** means an event beyond the reasonable control of the party asserting Force Majeure, including, without limitation, extraordinary governmental action that prevents performance hereunder, war, riot or civil commotion, natural disaster, or any other cause that



could not with reasonable diligence be foreseen or prevented by the party asserting Force Majeure that prevents performance of this Agreement.

- **“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 Tyler’s 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.
- **“Parties”** means Tyler and Client, collectively.
- **“SaaS Fees”** means the fees 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 Tyler’s normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s 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 Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client’s internal business purposes for the number of Defined Users only. The Tyler Software will be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing



notwithstanding, to the extent Tyler has sold Client perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which Client is receiving SaaS Services, Client's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). Tyler will make any such software available to Client for download.

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees commensurate with the overage(s). Client will not be charged without first receiving at least thirty (30) days' notice of Tyler's intent to do so, so that Client has a reasonable opportunity to address the user or storage overages and avoid the additional fees.
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of what is stated in this Agreement.
 - 3.2 The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only. Provided, however, that Client's consultants, contractors, and business partners may access Documentation under the Client's direction to the extent required for them to provide services to Client; any such use is subject to the terms and conditions of this Agreement.
 - 3.3 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out Tyler's obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. Client may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement, subject to the following exceptions:
 - 4.1. Client's consultants, contractors, and business partners may access SaaS Services, Tyler Software, and Documentation under the Client's direction to the extent required for them to provide services to Client; any such use is subject to the terms and conditions of this Agreement. Client shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.

- 4.2. Client may disclose Documentation or information regarding Tyler Software or the relationship between Client and Tyler pursuant to Oregon Revised Statutes (ORS) 192.410 *et seq*, in accordance with Section H below will not be deemed a violation of this Section B(4).
5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use 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 Tyler's then current Support Call Process.
6. Availability of Functionality. For a period of three years from the Effective Date, if a new release of the Tyler Software included within scope as of the Effective Date removes functionality that was provided to you as part of the original implementation, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.
7. SaaS Services. Tyler represents and warrants as follows:
- 7.1 Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide Client with a summary of Tyler's compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Tyler will provide that same information. If Tyler's SaaS Services are provided using a 3rd party data center, Tyler will provide available compliance reports for that data center.
- 7.2 Client will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing Client's Data will be dedicated to Client and inaccessible to Tyler's other customers. Upon Client's request, Tyler will provide a copy of the database it hosts to Client. In the event Tyler elects to move the database housing Client's Data to a new data center, Tyler will provide such advance notice as is reasonably practicable so as to minimize the disruption to Client's use of the Tyler Software. Client's data will be physically located within the borders of the continental United States of America.
- 7.3 Tyler's data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of Client's Data is lost or damaged due to an act or omission of Tyler or its subcontractors, Tyler will use commercial efforts to restore or repair all such Data with the goal of minimizing any Data loss or damage as greatly as possible. In that event, Tyler 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 Client's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which Client's access to the Tyler Software must be restored.
- 7.4 Tyler conducts annual penetration testing of either the production network and/or web

application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of Tyler's security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the Parties, at Client's written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Tyler's network and systems (hosted or otherwise) is prohibited without the prior written approval of Tyler's IT Security Officer.

- 7.5 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should Client request a client-specific disaster recovery test, Tyler will work with Client to schedule and execute such a test on a mutually agreeable schedule. At Client's written request, Tyler will provide test results to Client within a commercially reasonable timeframe after receipt of the request.
- 7.6 Tyler will be responsible for importing back-up and verifying that Client can log-in. Client will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7 Tyler provides secure Data transmission paths between each of Client's workstations and Tyler's servers.
- 7.8 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.
- 7.9 Where applicable with respect to Tyler's applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of Tyler's 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 Tyler's status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for Client's implementation.



Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours and, if such discrepancies will increase the total amount stated in the Investment Summary, the Parties must enter into a written amendment for the additional cost, which amendment must be approved in accordance with Client's and State of Oregon public contracting laws and regulations. This Agreement is subject to Client's budget appropriation, and may be terminated for non-appropriation consistent with Section F(2) below.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Tyler's understanding of the specifications Client supplied. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for ninety (90) days from the date of the quote. Tyler must obtain the Client's prior written consent to perform any such additional service.
4. Cancellation. If travel is required, each party will make all reasonable efforts to schedule travel for its personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if a Party habitually cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by the other party), the cancelling party will be liable for all (a) non-refundable expenses incurred by the non-cancelling party upon providing receipts evidencing the non-refundable expenses, and in the case of Tyler, (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will make all reasonable efforts to reassign personnel. For purposes of this section, habitually shall mean at least three (3) cancellations.
5. Services Warranty. Tyler warrants that all services will be delivered consistent with the terms of this Agreement by professionals who possess commercially reasonable expertise in Tyler Software, with the care and skill ordinarily exercised by members of the profession practicing under similar conditions, and a sufficient ability to provide the consultative services identified in the Investment Summary, to the extent those services are within Tyler's scope of responsibility. In the event Tyler provides services that do not conform to this warranty, Tyler will promptly re-perform such services at Tyler's sole expense, including travel-related expenses, if any.
6. Site Access and Requirements. At no cost to us, Client agrees to provide Tyler with full and free access during regular business hours to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the Parties.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign Tyler's confidentiality agreement and security policies.
8. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. Client agree to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes



at least working with Tyler to schedule the implementation-related services outlined in this Agreement. A party will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as Client timely pays Client's SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, Tyler will:

9.1 perform Tyler's 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 Tyler's 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 Client all releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

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

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

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

10. Personnel. Tyler warrants that it will maintain an adequate staff of experienced and qualified



employees for efficient performance under this Agreement. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. The Parties agree that a reasonable opportunity shall not exceed seven (7) days. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler, demanding that the Tyler personnel be removed. In such a case, Tyler will provide a replacement, at no additional cost to Client, with sufficient experience and project knowledge to perform services as required in this Agreement. Such replacement shall be provided within a commercially reasonable time, not to exceed thirty (30) days or, in the event Tyler disagrees with Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement.

SECTION D – THIRD PARTY PRODUCTS

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice Client the SaaS Fees and fees for other professional services in the Investment Summary per Tyler's Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal



addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each Party to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, and continue to have access to Tyler Software, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within forty-five (45) days of notice of Tyler's intent to do so, such notice to include specific written detail of the reason, Tyler's planned actions, and the timing of such actions.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for "SaaS Term" 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 Tyler's 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. Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client's access to the Tyler Software. Tyler may also terminate this Agreement if Client doesn't cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.
 - 2.2 **For Cause.** If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more. Prior to terminating this Agreement under this section, the terminating party must give the other party at least fifteen (15) days' notice prior to the effective date of the termination.
 - 2.4 **Lack of Appropriations.** If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to us. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

- 2.5 For Convenience. Client may terminate this Agreement for convenience upon thirty (30) days prior written notice. In the event of termination for convenience, Client will pay Tyler for all undisputed fees and expenses related to the software and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination.
3. Provision of Client Data. In the event of termination of the Agreement, and upon reasonable advance notice, Tyler shall promptly make all Data available to Client in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.
4. Transition Services. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to Client, or to any replacement providers designated by the Client (a "Disentanglement"). The Parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs, and expenses, as set forth in the parties' executed change order or addendum.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
- 1.1 Tyler will defend, indemnify, and hold harmless Client against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment, including any attorney fees at trial or on appeal (or settlement to which Tyler consents). Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- 1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in breach of this Agreement.
- 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may either: (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement. Notwithstanding, Client may terminate this Agreement for convenience in accordance with Section F(2.5) if Tyler elects option (c) and Client is not reasonably satisfied with the functional equivalent provided.
- 1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler may: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent acceptable to Client, such acceptance not to be unreasonably withheld. This section provides

Client's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding, Client may terminate this Agreement for convenience in accordance with Section F(2.5) if Tyler elects option (c) and Client is not satisfied with the functional equivalent provided.

2. General Indemnification.

2.1 Tyler will indemnify, defend, and hold harmless Client and Client's agents, officials, officers, representatives, employees, volunteers, and insurers from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs at trial and on appeal) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct; (b) Tyler's violation of PCI-DSS requirements or a law applicable to Tyler's performance under this Agreement; (c) any of the intellectual property damages identified in Section G(1) above; or, (d) a breach of a warranty made by Tyler under this Agreement. Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. Nothing in this paragraph waives Client's rights to pursue any and all claims against Tyler.

2.2 To the extent permitted by applicable law and subject to the limits of the Oregon Tort Claims Act, Client will indemnify and hold harmless Tyler and Tyler's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Client's negligence or willful misconduct; or (b) Client's violation of a law applicable to Client's performance under this Agreement, except if directed to do so by Tyler. This indemnification shall not be construed as a waiver of Client's sovereign immunity. Any claims against the Client pursuant to this Section G must comply with the procedures found in applicable law. In addition, this indemnification shall be construed to limited recovery by the indemnified party against the Client to only those damages caused by Client's negligence or willful misconduct. Tyler will notify Client promptly in writing of the claim and will give Client, at Client's option, sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, 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 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 EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE OTHER PARTY ADVISES OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability (inclusive of Cyber and Privacy coverage) of at least \$3,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will add “the City of Wilsonville, its appointed and elected officials, employees, volunteers, contractors, representatives, and agents” as an additional insured to Tyler’s Commercial General Liability and Automobile Liability policies, which will automatically add the same as an additional insured to Tyler’s Excess/Umbrella Liability policy as well. Where allowable by law, Tyler’s Commercial General Liability and Automobile Liability policies will include a waiver of subrogation for claims that arise out of or relate to this Agreement and are between the Parties, except to the extent the damage or injury is caused by Client. Tyler will provide Client with copies of certificates of insurance including the additional insured and waiver of subrogation endorsements under this paragraph upon approval of this Agreement by Client’s City Council and as soon as practicable upon expiration of the then-current insurance policy period. Tyler shall provide thirty (30) days prior written notice to Client of any cancellation, non-renewal, termination, material change, or reduction in coverage that results in Tyler not complying with the minimum insurance requirements of this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler’s then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler 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 Tyler’s 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 Oregon law, Federal Rule of Evidence 408, or any similar applicable state rule. If Tyler fails to resolve the dispute within fourteen (14) days of receipt of the written notice, then the Parties shall participate in non-binding mediation in an effort to resolve the dispute no later than thirty (30) days after the informal dispute resolution. The Parties



must agree on a mediator, or if the Parties cannot agree, the Parties must request the Clackamas County Circuit Court to appoint a mediator. If the dispute remains unresolved after mediation, then either Party may assert its rights and remedies in the State or Federal Courts with jurisdiction over Clackamas County, Oregon. Nothing in this section shall prevent either Party from seeking necessary equitable relief, including, but not limited to, injunctive relief and specific performance, during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, and the Corporate Activities Tax ("CAT"), arising from Tyler's performance of this Agreement.
5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Client's project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without Client's prior express and written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets, and Tyler's consent is not required for an assignment by Client as a result of a government or statutory directive, official name change, annexation by another agency, assumption of operations by another agency or government entity, or purchase of substantially all of Client's assets, provided, however, Tyler reserves the right to require payment of additional fees if the resulting entity resides in a different pricing category than the Client as of the Effective Date of this Agreement.
9. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.



10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the Parties 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 Client, if any, are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. This Agreement may not be amended by any Tyler soft copy "click wrap" agreements, despite any provisions in other agreements to the contrary.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. Client agrees that Tyler may identify Client by name in client lists, and with Client's written consent prior to identifying Client, in marketing presentations and promotional materials.
17. Confidentiality. Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the Parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and all materials marked as confidential. To the extent allowed under Oregon 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:

- 17.1 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;
 - 17.2 a Party can establish by reasonable proof was in that Party's possession at the time of initial disclosure;
 - 17.3 a Party receives from a third party who has a right to disclose it to the receiving Party;
 - 17.4 is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or as required by law, administrative or judicial process, or as compelled by a governmental authority; provided, however, that in the event either Party receives such a request, the receiving Party will promptly notify the other Party so that the other Party may seek a protective order or other remedy. After notice from Client that a public records request has been made for confidential information or materials, each Party shall be solely responsible for defending its determination that the requested confidential information or material is subject to an exception pursuant to applicable laws, which action shall be taken immediately, not later than ten (10) days from the date of notification; or
 - 17.5 information which the receiving Party of a public records request establishes was developed independently of confidential information furnished to it.
18. Quarantining of Client Data. Some services provided by Tyler require Tyler to be in possession of Client's Data. If Tyler detects malware or other conditions associated with Client's Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, Tyler reserves the absolute right to move Client's Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Client's Data will remain in such quarantine for a period of at least six (6) months during which time Tyler will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, Tyler will coordinate with Client the restoration of Client's Data to a non-quarantined environment. In the event Client's Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, Tyler reserves the right to require payment of additional fees for the extended duration of quarantine. Tyler will provide an estimate of what those costs will be upon Client's request.
19. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.
20. Governing Law. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to its rules on conflicts of law. Any actions or suits involving questions arising under this Agreement must be brought either in the appropriate state court in Clackamas County, Oregon, or the United States District Court for the District of Oregon.

21. Compliance with Laws.

20.1 Tyler shall comply with all federal and state laws, regulations, and executive orders applicable to the work under this Agreement, including, without limitation, required provisions of the Oregon Public Contracting Code, in particular, ORS chapter 279B. Further, the following laws of the State of Oregon are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.230, and 279B.235.

20.2 Compliance with Tax Laws. Tyler represents and warrants that Tyler is, to the best of the undersigned's knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Client may invoke the dispute resolution process in Section H(3) in the event of Tyler's failure to comply with the tax laws of this state or a political subdivision of this state before Tyler executed this Agreement or during the term of this Agreement.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

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

24. Data & Insights Solution Terms. Client's use of certain Tyler solutions includes Tyler's Data & Insights data platform. Client's rights, and the rights of any of Client's end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, Client certifies that Client has reviewed, understands, and agrees to said terms.

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

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



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.

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

Client Name in Exhibit A
Client Address in Exhibit A

Attention: _____





Exhibit A Investment Summary

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

Tyler sales quotation follows this page.

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Quoted By: Christina Young
 Quote Expiration: 09/30/24
 Quote Name: Wilsonville-ERP-SaaS Flip - EERP and EPL
 Quote Description: SaaS Flip - EERP and EPL
 SaaS Term: 1.00

Shipping Address:

Sales Quotation For:

City of Wilsonville
 29799 SW Town Center Loop E
 Wilsonville OR 97070-6499

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	\$ 32,039.00
Accounts Payable	1	0	\$ 8,625.00
Budgeting	1	0	\$ 8,625.00
Capital Assets	1	0	\$ 7,120.00
Cash Management	1	0	\$ 5,933.00
Contract Management	1	0	\$ 3,502.00
eProcurement	1	0	\$ 5,788.00
Project & Grant Accounting	1	0	\$ 5,933.00
Purchasing	1	0	\$ 13,053.00
Human Resources Management			
Human Resources & Talent Management	1	0	\$ 8,335.00
Payroll w/ESS	1	0	\$ 10,014.00
Revenue Management			
Accounts Receivable	1	0	\$ 6,367.00

Cashiering	1	0	\$ 12,156.00
Central Property File	1	0	\$ 1,769.00
Citizen Self Service	1	0	\$ 6,367.00
General Billing	1	0	\$ 4,052.00
Utility Billing CIS	1	0	\$ 33,572.00
Utility Billing Meter Interface	1	0	\$ 9,551.00
Civic Services			
Business Management Suite	1	0	\$ 14,303.00
Civic Access - Business Management	1	0	\$ 7,628.00
Civic Access - Community Development	1	0	\$ 7,628.00
Community Development Suite	1	0	\$ 50,061.00
e-Reviews	1	0	\$ 10,012.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	\$ 7,628.00
Enterprise Permitting & Licensing Mobile	1	0	\$ 4,768.00
Report Toolkit	1	0	\$ 2,384.00
Content Management			
Content Manager Core	1	0	\$ 11,577.00
Data Insights			
Enterprise Analytics and Reporting - Legacy License	1	0	\$ 8,914.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 6,753.00
GIS	1	0	\$ 14,471.00
Integrations			
Utility Billing API Toolkit	1	0	\$ 5,955.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00
TOTAL		0	\$ 337,883.00
Professional Services			
Description	Quantity	Unit Price	Ext Discount
			Extended Price
			Maintenance

Project Planning Services	1	\$ 16,744.00	\$ 0.00	\$ 16,744.00	\$ 0.00
TOTAL				\$ 16,744.00	\$ 0.00

	One Time Fees	Recurring Fees
Summary		
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 337,883.00
Total Tyler Services	\$ 16,744.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 16,744.00	\$ 337,883.00
Contract Total	\$ 354,627.00	

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
 - Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

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

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

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

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

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

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

Amazon Web Services (AWS) has provided a project sponsorship credit in the amount of \$7,453 which covers the the one-time hosting configuration fee.

The SaaS fees for product that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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

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

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

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

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

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

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

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

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.



Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Client’s annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, Client’s annual SaaS fees will be at Tyler’s then-current rates. Notwithstanding the foregoing or anything to the contrary in this Agreement, increases to your annual SaaS fees will be limited as shown below:

Year	Increase Limit
2	3%
3	3%
4	5%
5	5%

2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, on a monthly basis, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon Client’s acceptance of the Best Practice Recommendations, by module, and 50% upon Client’s acceptance of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill Client the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Client must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. Client may



still report Defects to Tyler as set forth in this Agreement.

- 2.5 *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.
 - 2.6 *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. Client’s annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, Client’s annual fees will be at Tyler’s then-current rates.
3. Third Party Products and Hardware.
 - 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.
 - 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to Client for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
 - 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
 4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred with no administrative mark-up and only in accordance with Tyler’s current Business Travel Policy attached hereto as Exhibit B at Schedule 1. If Tyler updates Tyler’s Business Travel Policy, such update(s) will be to address market or industry-standard travel changes and not to provide additional travel luxuries for Tyler’s personnel. Copies of receipts will be provided upon request. 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.

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



prefers to receive payments electronically. Tyler's electronic payment information is available by contacting AR@tylertech.com.





Exhibit B

Schedule 1 - Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

Reimbursement of personal baggage charges, if applicable and incurred, are based on trip duration as follows:

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

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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



5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that Client has requested Tyler to provide. All other support services are documented in the Support Call Process. 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 month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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

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

Emergency Maintenance Window: (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 month 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. Service Availability only applies to Tyler Software being used in the live production environment.

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

III. Service Availability

a. Client's Responsibilities

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

b. Tyler's Responsibilities



When Tyler’s support team receives a call from Client that Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). Tyler will also work with Client to resume normal operations.

c. Client Relief

Tyler’s targeted Attainment Goal is 100%. Client may be entitled to credits as indicated in the Client Relief Schedule found below. Client’s relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

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

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

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

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

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

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





Exhibit C
Schedule 1 - Support Call Process

Support Channels

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

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

** Channel availability may be limited for certain applications.*

Support Resources

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

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

Support Availability

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

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

For support teams that provide after-hours service, Tyler will provide Client with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, Tyler will use commercially reasonable efforts to meet the



resolution targets set forth below.

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

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level by the Client, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

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





Exhibit D
Third Party Terms

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Exhibit D
Schedule 1 - Hyperlinked Terms

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

DocOrigin Terms. Client's use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, Client agrees that Client has read, understood, and agree to such terms.

