



**INCORPORATED COUNTY OF LOS ALAMOS  
LICENSE AND SERVICES AGREEMENT**

This **LICENSE AND SERVICES AGREEMENT** (“Agreement”) is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“County” or “Client”), and Tyler Technologies, Inc., a Delaware corporation (“Contractor” or “Tyler”), to be effective for all purposes December 15, 2021 (the “Effective Date”).

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the software and services set forth in this Agreement and County issued Request for Proposals No. 21-20 (the “RFP”) on January 7, 2021, requesting proposals for Records Management System for the Los Alamos County Clerk, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated February 9, 2021 (“Contractor’s Response”);

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP;

**WHEREAS**, the County Council approved this Agreement at a public meeting held on December 14, 2021;

**WHEREAS**, Contractor shall provide the products and services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. DEFINITIONS:** In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

*“Business Travel Policy”* means Contractor’s business travel policy. A copy of Contractor’s current Business Travel Policy is attached as Schedule 1 to Exhibit A.

*“Defect”* refers to a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Contractors Response and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor’s maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Contractor’s then-current Documentation.

*“Documentation”* means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, and other training or self-help documentation.

*“Licensed Software”* refers to Contractor’s proprietary software identified in the Rate Schedule, Exhibit “A”, attached hereto and made a part hereof for all purposes, and any related interfaces,

custom modifications, integrations, and product upgrades, as set forth in Section B(1)(f) herein and licensed by Contractor to County through this Agreement. The Licensed Software may also be referred to as the “Tyler Software.”

“*Los Alamos County Technology Standards*” means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit “E” attached hereto and made a part hereof for all purposes.

“*Maintenance and Support Agreement*” means the terms and conditions governing the provision of maintenance and support services that Contractor provides to all of its customers who have licensed the Licensed Software and includes Contractor’s then-current Support Call Process. A copy of Contractor’s current Maintenance and Support Agreement is attached as Exhibit “B” and a copy of Contractor’s current Support Call Process is attached as Schedule 1 to Exhibit “B”. Contractor agrees that any changes to the Maintenance and Support Agreement, including the Support Call Process in effect as of the Effective Date, shall not materially degrade the manner in which Contractor makes support services available to County pursuant to this Agreement.

“Statement of Work” means the industry-standard implementation plan describing how Contractor’s professional services will be provided to implement the Tyler Software, and outlining the parties’ respective roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit “H.”

“*Site License*” means the license herein granted to County to use Tyler Eagle Recorder and TCM, by all users of County, consistent with the license grant set forth in Section B(1).

“We”, “us”, and “our” mean Contractor.

“You” means County.

## **SECTION B. LICENSE AGREEMENT:**

### **1. GRANT OF LICENSE FOR EAGLE RECORDER AND TYLER CONTENT MANAGER.**

- a. Contractor shall grant to County, and County shall accept from Contractor, a perpetual, non-exclusive, revocable, nontransferable, non-assignable Site License for Licensed Software solely for County’s own business purposes. County’s rights to use the Licensed Software are perpetual but may be revoked if County does not comply with the terms of this Agreement. Ownership of the Licensed Software shall remain with Contractor.
- b. County may make copies of the Licensed Software for archival, backup, testing, and training purposes, so long as such copies are not used in production, and the testing and/or training is for internal use only. Such copies shall be subject to the confidentiality obligations set forth in this Agreement.
- c. Contractor also grants to County a license to use the Documentation made available to County. The Documentation may be used and copied by County employees for internal reference purposes only and in accordance with applicable law. If County receives a request for the Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit F.
- d. County may not: (1) transfer or assign the Licensed Software to a third party; (2) reverse engineer, decompile, or disassemble the Licensed Software; (3) rent, lease, lend, or provide commercial hosting services with the Licensed Software; or (4) publish or otherwise disclose the Licensed Software or the Documentation to third parties.

Notwithstanding the foregoing, if County receives a request regarding the Licensed Software or Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit "F."

- e. The right to transfer the Licensed Software to a replacement hardware system is included in County's license. County shall give Contractor advance written notice of any such transfer. If County requests technical assistance from Contractor associated with such transfer, County will comply with the County's Procurement Code for the procurement of such services.
- f. The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County through this Agreement pursuant to the Maintenance and Support Agreement set forth in Exhibit "B," attached hereto and made a part hereof for all purposes.
- g. Contractor reserves all rights not expressly granted to County in this Agreement. The Licensed Software and the Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Software and the Documentation. The Licensed Software are licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A".
- h. Contractor shall maintain the Licensed Software consistent with the Los Alamos Technology County Standards inclusive of server access, as set forth in Exhibit "E," attached hereto and made a part hereof for all purposes. In the event these standards are adjusted, County shall identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor's performance under this Agreement. In the event of any such impact, the parties shall make reasonable efforts to negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

2. **WARRANTY.** Contractor warrants that the Licensed Software shall be without Defect(s) as long as County has a Maintenance and Support Agreement in effect. If the Licensed Software does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent

### **SECTION C. SERVICES:**

1. **IMPLEMENTATION SERVICES.** Contractor shall provide County with the following Implementation Services and in accordance with the Statement of Work attached hereto as Exhibit "H."
- a. The Contractor shall, within ten (10) business days from the Effective Date of this Agreement, contact the County in order to initiate discussions of scheduling project activities, including scheduling a virtual kick-off meeting with the County's designated staff ("Project Staff"). Upon confirmation of the date of the virtual kickoff meeting, Contractor shall provide County with a written agenda, which shall include what Contractor requests the County complete prior to the kickoff meeting. As part of the kick-off meeting, the parties shall:
    - i. Introduce assigned Contractor and County Project Staff members.
    - ii. Establish a mutually agreed upon Project Schedule that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols. Parties shall identify infrastructure needs for the Licensed Software and

- integration needs for Tyler Munis and any other Tyler products to integrate with the Licensed Software.
- iii. Discuss the scope of work, planning assumptions, and project progression to meet County identified Production/Go-Live Launch Timeline.
  - iv. Identify data transfer methods between Contractor and County's Project Staff related to the performance of this Agreement.
  - v. Establish dates, times, and methods for Contractor to perform installation of the Licensed Software.
  - vi. Contractor shall provide remote services to County for the installation of the Licensed Software, which includes installation, configuration, and training of the Licensed Software on County's hardware.
- b. Contractor shall comply with the Confidential Information Disclosure Statement requirements as set forth in Exhibit "F," attached hereto and made a part hereof for all purposes.
- c. **Deliverables.** The project shall follow the stages identified below and Contractor shall conduct a meeting at the close of each stage to provide County with updates.
- i. Initiate and Plan: Contractor shall provide a written memorandum to the County's Project Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule and detailing Project Schedule, Scope of Work, and Planning assumptions. The Project Schedule may only be modified by mutual written agreement of the parties. . Contractor shall provide County with access to Project Portal. Contractor shall provide County with a Planning Report which contains Contractor's resource commitments, details of Contractor's key components of the project, responsibilities, and timeline.
  - ii. Assess and Define: Contractor shall assist County in identifying unique business needs and configuration options to support County's business needs and provide a solution orientation report detailing configuration options and assumptions behind the proposed software configuration. Contractor, with input from County's Project staff, shall plan data conversions and third-party conversion exchanges, and identify reports and forms which are required by County.
  - iii. Installation: Contractor shall install Licensed Software, which shall include the configuration of the Licensed Software. Contractor shall develop a solution validation test plan, review with County and update the plan as necessary. Contractor shall validate system design, third-party exchange and reports and forms. Contractor shall convert data from County's existing system. Contractor shall ensure key Project staff are trained on system operations for daily processing. Contractor shall validate converted data.
  - iv. Production Readiness: Contractor shall provide County with a solution validation report, confirming that the Licensed Software performs as indicated in the solution validation plan. Contractor shall provide County with a cutover plan and go-live plan. Contractor shall schedule final training. Contractor shall complete interface testing and validation. Contractor shall finalize the conversion cutover timing. Contractor shall complete User Acceptance Testing (UAT) with County's Project Staff. Contractor shall provide End User Training schedule to County. Contractor shall conduct a go-live Planning Session with County Project Staff in preparation for launch of the Licensed Software. Contractor shall deliver end-user training to County Project Staff to demonstrate use of the software prior to go-live.

- v. Production: Contractor shall deliver the Licensed Software in a functional, live production state. Activities identified in the go-live action plan shall be completed by Contractor and County. All converted data shall be available in the production environment. Contractor shall provide County with all support documentation.
- vi. Close: Contractor and County shall confirm no critical issues remain to be resolved. If any critical issues remain, Contractor shall resolve them in a timely manner. Contractor shall confirm that proper knowledge transfer to County Project Staff has been completed. All Contractor deliverables identified in the Planning Report, and through other scheduling meetings shall be completed.

**2. TYLER BASIC SUPPORT SERVICES AND DISASTER RECOVERY SERVICES.** Contractor shall provide the Tyler Basic Support Services and Tyler Disaster Recovery Services set forth in Exhibit "C" and Exhibit "D," respectively, both attached hereto and made a part hereof for all purposes.

**3. RECORDS RETENTION - DIGITIZATION SERVICES.** Contractor shall provide County with the following records retention - digitization services, and shall be conducted in two (2) Phases, with up to four (4) Stages:

Phase 1: Process Previously Scanned Miscellaneous and Mortgage Book Images. This phase shall include services described in Stage 2 and 3 below.

Phase 2: Scan Miscellaneous and Mortgage Books from Aperture Cards Off-Site. This phase shall include services described in Stages 1 through 3 below.

a. Stage 1 - Phase 2 Related Tasks:

- i. County shall retrieve all of the original aperture cards for the range of this project and confirm that all the desired book ranges are present.
- ii. Contractor shall provide County with boxes, waterproof pelican cases and UPS shipping labels to ship the aperture cards to Saginaw, MI for scanning. Contractor shall arrange for delivery and pickup of pelican cases via UPS Ground, with tracking, at no additional cost to County.
- iii. County shall pack the cards in order into boxes, fill empty space of boxes with plastic bubble wrap and label the outside of the box with the book number range.
- iv. Contractor shall create an inventory report of all the media types for the entire range of images which require capture. This online report shall be utilized by Contractor to track the progress of the project from start to finish.
- v. Contractor shall inspect each aperture card for staples, damaged film, bent cards, torn cards, and density throughout each aperture card. If Diazo copies are interfiled with silver film, the Diazo card shall be removed by Contractor from the original filing system and stored in order in a separate Diazo filing system away from the silver aperture cards. If cards are duplicates, damaged, deteriorating from Vinegar Syndrome or Redox, Contractor shall notify the County and request different copies. If satisfactory copies do not exist, Contractor may correct a damaged card's image via rollfilm for \$0.03 per image plus return shipping fee, by mounting the film into new cards or duplicating the cards. Correction to cards will be at County's sole option.
- vi. Contractor shall scan Aperture cards in grayscale at 300dpi and saved as grayscale JPEG images that contain 256 shades of gray. The entire card shall be scanned as a single grayscale image and Contractor's software extracts the individual pages into

- individual JPEG images. Touching pages are highlighted and Contractor's operators shall manually separate them as needed.
- vii. Page Extraction – A single aperture card image can contain multiple pages; Contractor shall manually extract each individual page and save it as a new single-page image. Excess borders shall be removed by Contractor during this process if the original pages are not skewed within the card.
  - viii. Excess Border Removal– Due to certain aperture camera copy boards, page sizes, scratches on film and film formats, the automatic crop may leave large white borders, black borders, black lines and shadows on the images. Manual cropping may be performed by Contractor as necessary to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations shall be removed from the image during this process.
  - ix. All JPEG images shall be converted by Contractor to 300dpi single page black & white TIFF images with Group IV compression. TIFF images shall be sequentially numbered by a zero-filled 8-digit number and stored in folders named by the Document Type and Book Number.
  - x. Automatic Crop & Deskew – Each TIFF image shall be run through Contractor's proprietary software, ImageXpert, to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle shall not be performed on scanned images as it tends to remove punctuation.
  - xi. Automatic Polarity Reversal – Each TIFF image shall be automatically reversed by Contractor so that black images with white text shall be reversed to white images with black text. If Dual Polarity exists, it shall be corrected.
  - xii. Pilot Images –Contractor shall crop, enhance, and group 1,000 images from each media change as documents, indexed by Document Number or Book-Page Number and saved as multi-page TIFF's which can be easily viewed by any imaging viewer. Contractor shall e-mail a link to County Project Manager, including username and password to download the Pilot Images from Contractor's FTP site.
  - xiii. USB Hard Drives –Contractor shall copy all single-page JPEG images to two (2) sets of external USB Hard Drives. 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report, and ImageReview Software shall be copied by Contractor to two (2) sets of external USB Hard Drives. One (1) set shall be shipped to County for review and on-site backup. One (1) set shall be copied to the drive and stored with Contractor for offsite backup.
  - xiv. County shall allocate sufficient hard drive storage to import TIFF images into the Eagle Recorder application. County Project Manager shall coordinate with Contractor to convert the images into the Eagle Recorder application.
  - xv. County shall provide Contractor with any available indexing information in the current database for the documents to be scanned and/or processed.
  - xvi. County shall inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
  - xvii. ImageXpress Software – Contractor shall provide County with a retrieval software program called ImageXpress which shall allow County to easily access images by book-page number, document number, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- b. Stage 2 – Phase 2 Related Tasks:
- i. Single Inspect & Report Quality – Contractor shall visually inspect each black and white TIFF image as a 12" W x 16" H image on 27" Portrait monitors and compare to

- the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with being reported as poor quality. Contractor shall also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Contractor shall give particular attention to party names, dates, legal descriptions, and signatures during this process. If any part of the image is considered illegible it shall be added by Contractor to the Poor-Quality Image Report. The poor-quality issues shall be identified by Contractor on the report as images which are too dark, images too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- ii. Contractor shall provide County with a Poor-Quality Image Report. County shall review images on the Poor-Quality Image Report for approval of the enhancement and indexing of Poor-Quality images.
- c. Stage 2 – Phase 1 and 2 Related Tasks:
- i. Page Duplication – Handwritten books commonly have multiple documents on a single page. Contractor shall duplicate these pages so that each document can have its own set of images. A 600-page handwritten book typically contains 900 documents; thus 300 pages shall be duplicated by Contractor in this example.
  - ii. Manually Group & Index – Contractor shall manually group individual images as documents and index each document by the document number and the Book-Page number of the first page of each new document in a single pass at 98% accuracy.
  - iii. ImageReview Software – Contractor shall provide a reviewing software program called ImageReview that shall allow County to easily sort the Poor-Quality Report by Document-Page number, Book-Image number, or Poor-Quality Issue (light, dark, blurry, etc.). ImageReview shall also filter the images by Poor-Quality Issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ImageReview shall display the Poor-Quality Image so County can see the problem with the image. County may deselect Images from the list if the image is of acceptable quality to County. ImageReview highlights images on the list after they have been inspected so County staff know if the image has already been inspected or not. Once County staff has completed inspection, ImageReview exports an approved list of images to be enhanced that can be easily e-mailed to Contractor and provide approval to proceed.
- d. Stage 3 – Phase 2 Related Tasks: Image Enhancement – Contractor shall adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If County is not satisfied with the legibility of any image, at any time, Contractor shall enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- e. Stage 3 – Phase 1 and 2 Related Tasks:
- i. Marginal Notations – Photostat Books commonly contain a white border around the black page. Book-Page Number, Reference Book-Page Number, and Release information are commonly located on this white border and are called Marginal Notations. Contractor shall include these notations in the image and make all the background white and all the text and handwriting black. Contractor shall identify images requiring Marginal Notations work, County may at its sole option choose to select this service, County's Project Manager shall issue approval in writing for these services.

- ii. Dual Polarity Correction – The majority of Photostat pages are black background with white text however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. Contractor shall correct this issue and adjust the background polarity, so the entire page contains white background with black writing. Contractor shall identify images requiring Dual Polarity Correction, County may at its sole option choose to select this service, County’s Project Manager shall issue approval in writing for these services.
  - iii. Formatting – Contractor shall format the images and indexes to the requirements for Tyler Eagle Recorder and TCM.
  - iv. USB Hard Drives – All formatted images shall be copied to two (2) sets of external USB Hard Drives. One (1) set shall be shipped to County for review and on-site backup. One (1) set shall be stored at Contractor for off-site backup.
- f. Stage 4 – Phase 1 and 2 Related Tasks:
- i. At the conclusion of Phase 1 and Phase 2, Contractor shall convert all images into the Eagle Recorder system. Two conversions have been identified and shall occur upon completion of conversion of all images to final digitized format. Contractor shall notify County the images have been converted and data ready for review. County shall review the data for validation and acceptance per the acceptance process.

- 4. SITE REQUIREMENTS.** County agrees to provide Contractor with remote access to County’s personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services for the Licensed Software, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by County and Contractor. Further, County agrees to provide a reasonably suitable environment, location, and space for the installation of the Licensed Software, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Licensed Software.
- 5. CLIENT ASSISTANCE.** County acknowledges that the implementation of the Licensed Software is a cooperative process requiring the time and resources of County’s personnel. County agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed-upon project deadlines and other milestones for implementation of the Licensed Software. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement. Contractor shall not be liable for failure to meet any deadlines and milestones when such failure is due to force majeure or to the failure by County personnel to provide such cooperation and assistance (either through action or omission).
- 6. SERVICES WARRANTY.** Contractor shall perform the implementation of the Licensed Software, as set forth in this Agreement, in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides implementation services that do not conform to this warranty, Contractor shall re-perform such services at no additional cost to County.

## **SECTION D. MAINTENANCE AND SUPPORT:**

Upon County's purchase of maintenance and support services as set forth in this Agreement, and provided that County continues to make timely payments for such maintenance and support services in accordance with Section E of this Agreement, Contractor shall provide County with maintenance and support services for the Licensed Software, under the terms of the Maintenance and Support Agreement in Exhibit "B", and including the Support Call Process identified in Schedule 1 to Exhibit "B".

If County fails to pay the maintenance and support fees in accordance with Section E of this Agreement or terminates this Agreement in accordance with Section F, the Maintenance and Support Agreement shall cease to apply to County, and Contractor shall provide ongoing maintenance and support services on a time and materials basis at the Contractor's then-current rates. In addition, County shall:

- a. receive the lowest priority under the Support Call Process;
- b. be required to purchase new releases of the Licensed Software including fixes, enhancements, and patches;
- c. be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for County's lack of ongoing training on the Licensed Software;
- d. be charged for a minimum of two (2) hours of support services for every support call; and
- e. not be granted access to the support website for the Licensed Software or the Tyler Community Forum.

## **SECTION E. COMPENSATION AND INVOICING:**

**1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all software licenses, implementation services, and maintenance and support services, including Tyler Basic Support and Disaster Recovery Services, identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The total amount payable hereunder for the entire term of this Agreement, including any possible extensions and the amounts set forth below in subparagraphs a. through d., shall not exceed THREE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$363,319.00), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT). Contractor shall invoice the County for the software and services set forth in Exhibit "A" as follows:

- a. **Software Fees:** County shall pay one (1) time compensation for software license fees, as outlined herein, in an amount not to exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000.00). License fees for the Licensed Software shall be invoiced as follows: (1) 10% on the Effective Date; (2) 90% on the earlier of, (a) use of the Licensed Software in live production, or (b) ninety (90) days after the Effective Date, whichever is sooner.
- b. County shall pay one (1) time compensation for implementation services in a total not-to-exceed amount of SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY DOLLARS (\$76,650.00). Implementation services as set forth in Section C shall be billed and invoiced as delivered.
- c. County shall pay one (1) time compensation for records retention - digitization services in a total not-to-exceed amount of EIGHTY-ONE THOUSAND NINE HUNDRED THIRTY-

SEVEN DOLLARS (\$81,937.00). Records Retention - Digitization services as set forth in Section C shall be billed and invoiced as delivered.

- d. Maintenance: County shall pay maintenance and support fees in a total not-to-exceed amount for the term of this Agreement in the amount of SEVENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$75,600.00). County shall pay the maintenance and support fees annually in advance, beginning on the Effective Date.
  - e. Disaster Recovery Services: County shall pay Disaster Recovery Services fees in a total not-to-exceed amount for the term of this Agreement in the amount of ELEVEN THOUSAND THREE HUNDRED FORTY DOLLARS (\$11,340.00). County shall pay Disaster Recovery Services annually in advance, upon Contractor's receipt of County's data.
  - f. Basic Network Services: County shall pay maintenance and support fees in a total not-to-exceed amount for the term of this Agreement in the amount of FIVE THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$5,292.00). County shall pay the Basic Network Services fees annually in advance, beginning on the Effective Date.
  - g. Source Code Escrow: County shall pay source code escrow fees in a total not-to-exceed amount for the term of this Agreement, in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). County shall pay an annual beneficiary fee. The annual beneficiary fee is set forth in Exhibit "A." Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Release of source code for the Licensed Software is strictly governed by the terms of the Iron Mountain escrow agreement as set forth in Exhibit "I".
  - h. Business Travel Expenses. County shall pay Business Travel Expenses in a total not-to-exceed amount for the term of this Agreement, in the amount of TEN THOUSAND DOLLARS (\$10,000.00). Copies of all travel expenses must accompany invoices submitted to County and shall comply with requirements detailed in Schedule 1 of Exhibit "A."
2. **INVOICES.** Contractor shall submit itemized invoices to County showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
  3. **TAXES.** Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax (NMGR) levied on the amounts payable under this Agreement.

## **SECTION F. GENERAL TERMS AND CONDITIONS:**

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(1)(a) above, the initial term of the Agreement shall commence on the Effective Date and shall continue for a period of five (5) years with a termination date of December 14, 2026, unless sooner terminated, as provided in this Agreement.
2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor shall be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall

be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- a. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- b. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing services under this Agreement.
- d. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for services provided hereunder during the term of this Agreement and for a period of two (2) years thereafter.

### 3. INVOICE DISPUTES.

- a. If County believes any invoiced software or service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: Chief Legal Officer, or her designee, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that shall outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.
- b. Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

4. **RESOLUTION OF DISPUTES.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives shall meet within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives shall be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties may, if agreed to by the parties, participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after the meeting of senior representatives or mediation, as applicable, then either party may assert its respective rights and remedies in accordance with

in Section F(17) below. Nothing in this Section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

**5. TERMINATION.**

- a. County may terminate this Agreement with or without cause upon ninety (90) calendar days prior written notice to Contractor.
- b. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been, and are not expected to be, appropriated for that purpose.
- c. In the event of any termination or cancellation, County shall be responsible for payment of all undisputed software and services delivered, and expenses incurred, to the extent payable as set forth in Section E through the effective date of termination. Upon termination, Contractor shall refund any prepaid maintenance and support fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the services performed to the date of termination. In a termination for cause, disputed fees shall be resolved according to the dispute resolution process set forth in Section F(4) above.

**6. SEVERABILITY; WAIVER.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as, or be deemed to act as, a waiver or modification of this Agreement, nor shall such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

**7. NOTICES.** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail:

County:  
Chief Deputy Clerk  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 240  
Los Alamos, New Mexico 87544

Contractor:  
Attn: Chief Legal Officer  
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, Maine 04096

**8. NO INTENDED THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**9. INVALIDITY OF PRIOR AGREEMENTS/ENTIRE AGREEMENT:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Software and services described herein and expresses the entire agreement and understanding between the parties with reference to said

Licensed Software and services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee nor shall any written modification be binding on the County until approved in writing by both County and Contractor. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.

- 10. APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
- 11. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
- 12. EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
- 13. STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the implementation services described herein in accordance with the industry standard of care for performance of the services.
- 14. E-VERIFY.** Contractor has complied, and shall comply during the Term of this Agreement, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's project.
- 15. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 16. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. County's data shall not be used by Contractor other than

in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect.

**17. APPLICABLE LAW.** Contractor shall abide by all applicable federal and state laws as well as the County's Procurement Code set forth in Chapter 31 of the County's Code of Ordinances ("Procurement Code"). Contractor shall perform the services in accordance with all applicable federal and state laws, regulations, and policies and County's Procurement Code during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.

**18. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**19. INDEMNIFICATION.**

- a. General Indemnification. Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or misconduct or act or omission, (ii) Contractor's violation of law; or (iii) damages that arise out of Contractor's misconduct or fraud.
- b. Intellectual Property Infringement Indemnification. Contractor shall defend County against any third-party claim(s) that the Licensed Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section F(19)(b) shall not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Software and the claim would have been avoided had County installed and used the current version of the Licensed Software, after Contractor made that version available pursuant to the Maintenance and Support Agreement, and Contractor provided notice of that requirement to County; (b) combining the Licensed Software with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Software in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Software after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Software, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for County the

right to continue its use; (g) modify it to make it non-infringing; or (h) replace it with a functional equivalent, in which case County shall stop running the allegedly infringing Licensed Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Licensed Software consistent with the terms of this Agreement. If an infringement or misappropriation claim is fully litigated and County's use of the Licensed Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor shall, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; or (k) replace it with a functional equivalent. Contractor shall pursue those options in the order listed herein. This Section F(19)(b) provides County's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

- 20. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 21. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.
- 22. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.
- 23. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the County Code.
- 24. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.
- 25. CONFIDENTIALITY.** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "F." The Confidential Information Disclosure Statement must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**26. CLIENT LISTS.** County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.

**27. MULTIPLE ORIGINALS AND SIGNATURES.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

**28. DISCLAIMER.** The express warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law and except for the express warranties provided in this Agreement, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, any implied warranties, duties or conditions of merchantability or fitness for a particular purpose.

**29. LIMITATION OF LIABILITY/EXCLUSION OF DAMAGES.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S 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 THE COUNTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE TOTAL FEES SET FORTH IN EXHIBIT "A." 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 SECTION F(19).

**30. CONTRACT DOCUMENTS.** This Agreement includes the following attachments and schedules:

- Exhibit "A"           Rate Schedule\*
- Exhibit "B"           Maintenance and Support Agreement  
                          Schedule 1: Support Call Process
- Exhibit "C"           Tyler Basic Support Services
- Exhibit "D"           Tyler Disaster Recovery Services
- Exhibit "E"           Los Alamos County Technology Standards
- Exhibit "F"           Confidential Information Disclosure Statement
- Exhibit "G"           Solution Requirements
- Exhibit "H"           Statement of Work
- Exhibit "I"           Source Code Escrow Agreement

\*For the avoidance of doubt, the term "Rate Schedule" may also be referred to as Investment Summary in the Contract Documents.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**TYLER TECHNOLOGIES, INC., A DELAWARE CORPORATION**

**BY:** \_\_\_\_\_  
**GUS TENHUNDFELD** **DATE**  
**INSIDE SALES MANAGER**

**Exhibit A  
Rate Schedule  
AGR21-20**

<b>Software</b>	<b>Startup Cost</b>	<b>Annual Fee Year 2</b>	<b>Annual Fee Year 3</b>	<b>Annual Fee Year 4</b>	<b>Annual Fee Year 5</b>
Recorder Suite - License	\$12,500				
Seven (7) - Full Seat Licenses	\$17,500				
Self Service Suite - License	\$7,500				
Ecommerce - License	\$3,750				
EMarriage - License	\$3,750				
eRecording - License	\$7,500				
Intelligent Indexing - License	\$25,000				
Intelligent Redaction - License	\$5,000				
Probate - License	\$7,500				
Tyler Content Manager (TCM) - License	\$5,000				
<b>Total One time Web Site License Fee – Eagle Recorder, Tyler Content Manager - Enterprise Edition</b>	<b>\$95,000</b>				
Annual Maintenance - Recorder Suite		\$2,500	\$2,500	\$2,500	\$2,500
Annual Maintenance – Seven (7) - Full Seat Licenses		\$3,500	\$3,500	\$3,500	\$3,500
Annual Maintenance – Self Service Suite		\$1,500	\$1,500	\$1,500	\$1,500
Annual Maintenance – Ecommerce		\$750	\$750	\$750	\$750
Annual Maintenance - EMarriage		\$750	\$750	\$750	\$750
Annual Maintenance – eRecording		\$1,500	\$1,500	\$1,500	\$1,500

Annual Maintenance – Intelligent Indexing		\$5,000	\$5,000	\$5,000	\$5,000
Annual Maintenance – Intelligent Redaction		\$1,000	\$1,000	\$1,000	\$1,000
Annual Maintenance – Probate		\$1,500	\$1,500	\$1,500	\$1,500
Annual Maintenance – Tyler Content Manager (TCM)		\$900	\$900	\$900	\$900
<b>Total Annual Maintenance - Support and Updates - Eagle Recorder. Includes all technical support and software updates.</b>		<b>\$18,900</b>	<b>\$18,900</b>	<b>\$18,900</b>	<b>\$18,900</b>
Annual Basic Network Services		\$1,323	\$1,323	\$1,323	\$1,323
Annual Disaster Recovery Services		\$2,835	\$2,835	\$2,835	\$2,835
Source Code Escrow Services – Iron Mountain	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Implementation - Records Retention Services - Phase 1 - Import and Index of Previously Scanned Images (Stage 2 - Reporting and Indexing, Stage 3 - Enhancing and Formatting).	\$64,228				
Implementation - Records Retention - Phase 2 - Scan Miscellaneous and Mortgage Books from Aperture Cards - Digitization and Import of Aperture Cards (Stage 1 - Scanning and Extracting, Stage 2 - Reporting and Indexing, Stage 3 - Enhancing and Formatting.)	\$17,344				
Optional Services: Image correction for damaged cards, \$0.03 per image, estimate up to 3,500 images needing correction, plus return shipping of \$100.00	\$205.00				
Optional Services: Marginal Notation Correction, \$0.04 per image, estimate up to 2,000 images needing correction. To be performed with written approval by County's Project Manager.	\$80.00				
Optional Services: Reverse Polarity Correction, \$0.04 per image, estimate up to 2,000 images needing correction. To be performed with written approval by County's Project Manager.	\$80.00				
<b>Total License Fees, Maintenance/Support, Records Retention Implementation &amp; Year 1 Source Code Escrow Services</b>	<b>\$178,437</b>	<b>\$24,558</b>	<b>\$24,558</b>	<b>\$24,558</b>	<b>\$24,558</b>
<b>Implementation Services (Professional Services)</b>					
<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>		
Self Service Package	20	\$150	\$3,000		
Project Management - Eagle	45	\$150	\$6,750		
Training	32	\$150	\$4,800		

Go Live	42	\$150	\$6,300		
Implementation	60	\$150	\$9,000		
Conversion	1	\$11,250	\$11,250		
Initial Software Installation	8	\$150	\$1,200		
UAT/Conversion Review	24	\$150	\$3,600		
eRecording - Services	10	\$150	\$1,500		
Intelligent Indexing - Services	80	\$150	\$12,000		
Intelligent Redaction - Services	10	\$150	\$1,500		
Probate Services	15	\$150	\$2,250		
Business Process Review (BPR)	24	\$150	\$3,600		
Image Upload	10	\$150	\$1,500		
TCM Installation Service	56	\$150	\$8,400		
<b>Implementation Fee - On-Premise - Self-Service Package, Project management, Training, Go Live, Implementation, Conversion, Initial Software Installation, UAT/Conversion Review, eRecording Services, Intelligent Indexing- Services, Intelligent Redaction – Services, Probate Services, Business Process Review, Image Upload, TCM Installation Services</b>	<b>\$76,650</b>				
<b>Business Travel Expenses – Estimated at Two (2) Trips for Two (2) Tyler Personnel. Not to Exceed Amount.</b>	<b>\$10,000</b>				
<b>Total Implementation Services &amp; Travel Expenses</b>	<b>\$86,650</b>				
<b>Annual Totals</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Startup and Annual Total – License Fees, Implementation Services, Annual Support/Updates, Disaster Recovery</b>	<b>\$265,087</b>	<b>\$24,558</b>	<b>\$24,558</b>	<b>\$24,558</b>	<b>\$24,558</b>
<b>Full Term - Five (5) Year - Project Total</b>					<b>\$363,319</b>

**Exhibit A  
Schedule 1  
Business Travel Policy  
AGR21-20**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://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 B**  
**Maintenance and Support Agreement**  
**AGR21-20**

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms in accordance with the Agreement unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Agreement. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably

require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

5.1 All infrastructure executing Tyler Software shall be managed by you;

5.2 You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and

5.3 You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit B at Schedule 1.

**Exhibit B  
Schedule 1  
Support Call Process  
AGR21-20**

**Support Channels**

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

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create 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.
- (3) Email – for less urgent situations, users may submit emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

**Support Resources**

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

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

**Support Availability**

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

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

**Incident Handling**

**Incident Tracking**

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track

incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

**Incident Priority**

Each incident is assigned a priority level, which corresponds to the Client’s needs and deadlines. 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 resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets*
<p style="text-align: center;">1 Critical</p>	<p>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.</p>	<p>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.</p>
<p style="text-align: center;">2 High</p>	<p>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</p>	<p>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.</p>

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. 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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Incident Escalation**

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

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

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager.

After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler

encourages clients to communicate the level of urgency or priority of software support issues so that we

can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue

(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

**Remote Support Tool**

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

**Exhibit "C"**  
**Tyler Support and Update Services**  
**AGR21-20**

**Basic Network Support**



**Service**

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**Tyler Basic Network Support**

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**Tyler Application Servers**  
Annual Fee

**Tyler Basic Network Support includes:**

**Remote Technical Support 7a-7p CST**

- \* Troubleshoot Tyler Server and Workstation Hardware and Software Issue
- \* Technical Help-Desk Support - Unlimited Remote support on technical issues.
- \* Tyler Application and DB migration to new hardware

**Backup Assistance**

- \* Guide you through establishing backup procedures that will minimize your downtime in the event of a disaster.
- \* Troubleshoot and resolve problems with backups

**Tyler Remote Helpdesk Requirements**

- \* High speed internet required
- \* Supported tape backup hardware and software
- \* All supported computers must meet Tyler minimum hardware requirements

**Exhibit "D"**  
**Tyler Disaster Recovery Services**  
**AGR21-20**

**Disaster Recovery Terms of Service**

1. **Definitions**

- a. **Agreement.** The License and Services Agreement under which Tyler licenses Tyler Software to the Client.
  - b. **Business Days.** Monday through Friday, excluding Holidays.
  - c. **Business Hours.** 8 AM – 6 PM (EST) on Business Days.
  - d. **Critical Processes.** Mutually defined in the Disaster Recovery Plan.
  - e. **Critical Users.** Mutually defined in the Disaster Recovery Plan.
  - f. **Disaster.** An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force service Client has with Tyler (e.g., Tyler annual Maintenance and Support ('Support Agreement'), Technical Services Agreement, or Tyler Systems Management ('TSM'), or a failure that can be remedied in less than sixteen (16) business hours.
  - g. **Disaster Recovery Plan.** Defined at #2 of Exhibit 1 to these Disaster Recovery Terms of Service.
  - h. **Holiday.** New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
  - i. **Force Majeure.** An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party..
  - j. **Recovery Point Objective ('RPO').** Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
  - k. **Recovery Time Objective ('RTO').** One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.
2. **Term.** The initial term of Disaster Recovery (DR) services shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). DR services shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Agreement or support for Tyler Software are terminated, DR services shall also then terminate.
3. **Disaster Recovery Services.** Tyler shall provide the DR Services as described in these DR Terms of Service, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler DR staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.
4. **Client Requirements.** In order for Tyler to provide DR Services, Client shall:

Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;

- a. Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
  - b. Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide the DR Services;
  - c. Permit installation of software required for provision of DR Services in accord with these DR Terms of Service as reasonably determined by Tyler;
  - d. Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
  - e. Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler DR Software.
5. Disaster shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. **Disaster Recovery.** Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. **Data.** Data Transfer shall be handled in accord with Exhibit 1 to these DR Terms of Service.
8. **Release Life Cycle.** Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
9. **Payment & Price** In consideration of the DR Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee as set forth in the applicable order. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due for DR services are due within thirty (30) days from receipt of invoice unless a longer time is permitted by these DR Terms of Service.
10. **Exclusions.**
- a. Neither party shall be liable for delays in performing its obligations under these DR Terms of Service to the extent that the delay is caused by Force Majeure.
  - b. Tyler's DR Services shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
  - c. The fee paid for DR Services does not include, and Client is responsible for the costs associated with:
    - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
    - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.
11. **License Terms.** The DR Services are provided under and subject to the terms and conditions of the Agreement. Client's use of the Tyler Software included in the DR Services remains subject to limitations on Client's use in the Agreement, including disclaimer of implied warranties.
12. These DR Terms of Service, along with the Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in acquiring DR Services, it did not rely on any information not explicitly set forth or referenced herein. Any changes to these DR Terms of Service by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

### **Disaster Recovery Exhibit 1**

In addition to those services described elsewhere in the DR Terms of Service, DR Services are described in the following sections.

1. **Data Transfer**

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- a. Initial data transfer may require portable disk.
- b. Data transferred shall include only items essential to provision of service.
- c. Tyler Software licensed pursuant to the Agreement but excluded from the applicable order document and any non-Tyler Software shall not be included in data transfer or the DR Service.
- d. Only production databases are backed up.
- e. Data from the last seven (7) successful data transfers are retained by Tyler.
- f. Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- g. Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- h. Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- i. Tyler may use select information from the Client database for research and analysis purposes.
- j. To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.
- k. Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- l. In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- m. Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- n. Tyler will provide transfer report related to Client data transfer upon request.

2. **Disaster Recovery Plan**

The Disaster Recovery Plan is a mutually drafted document which details, in addition to the DR Terms of Service, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- a. Coordinate activities associated with transfer of data to Tyler's data center.
- b. Document Disaster Recovery strategy for critical processes.
- c. Review the Disaster Recovery Plan with Client.
- d. Provide reasonable guidance for Disaster Recovery policies and procedures.
- e. Identify modules, databases, applications, and files required for DR Services.

Client's Responsibilities:

- a. Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- b. Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- c. Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- d. Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive DR Services pursuant the DR Terms of Service.
- e. Provide a chain of command document for communication during a disaster.
- f. Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- a. Identify critical users for DR Services.
- b. Identify critical processes for DR Services.

- c. Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
  - d. Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
  - e. Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).
3. **DR Services during Disaster**
- a. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
  - b. Hosting Services During a Disaster.
    - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
    - ii. Tyler will use best efforts to include interfaces for Tyler Software covered under the DR Terms of Service.
    - iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
  - c. Processing Assistance During a Disaster includes, as necessary:
    - i. Print Output:
      - 1. Payroll Checks
      - 2. Retirement Checks
      - 3. Accounts Payable Checks.
    - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
    - iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
  - d. Clients receiving DR Services during a Disaster receive priority access to Tyler Software application support.
4. **Annual Disaster Recovery Test**  
The parties may review and test the Disaster Recovery service:
- a. Scheduled by parties at least thirty (30) days in advance,
  - b. Client must provide a list of users who will partake in the test,
  - c. Test shall not exceed 2 weeks,
  - d. Retest within same year available if initial test not agreed by both parties to be successful.
5. **Estimated Schedule**  
The DR Services will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.
6. **Tyler's Other Responsibilities**  
Project management services are provided as part of the DR Services. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:
- a. Review Statement of Work with Client's project manager.
  - b. Review current project status.
  - c. Recommend changes or additions to the project as appropriate.
  - d. Administer the change control procedure.
  - e. Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.
7. **Client's Other Responsibilities**  
Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- a. Interface between Tyler's Project Manager and Client's organization.
- b. Administer project change control with Tyler's project manager.
- c. Arrange reasonable access to Client's data for project personnel, as reasonably required.
- d. Conduct any communication through Tyler's Project Manager.
- e. Help resolve and escalate project issues within Client's organization as required.
- f. Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- g. Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledges that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

**8. Project Change Control Procedure**

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

## Appendix A

Defined User Maximum.

The maximum number of named Client users available to use DR Services is 35.

Covered Applications.

All Tyler Software licensed by the Client under the Agreement as of the order date of DR Services.

Product Specific Conditions.

Product-specific conditions, if any, will be indicated in the order document signed by Client.

**Exhibit “E”  
Los Alamos County Technology Standards  
AGR21-20**



**Los Alamos County Technology Standards  
Requirements On-Premise, Hybrid or Cloud/Hosted  
Solution Solicitations**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents will be responsible for providing documentation that they meet the requirement in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then all requirements apply as applicable to the response.

Server Operating system (OS) (On- Premise)	Microsoft (MS) Windows Server 2016, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.  Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software <b>shall function for end users with standard user privileges</b> ; user cannot install software and shall not have administrative rights.

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Desk Hardware	<p><b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	<p>Internal County Network: Google Chrome, at its latest version, is the default, Internet Explorer 11 or Chrome compatible will be considered on a business case basis. New Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.</p> <p>Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Opera, Chrome, and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).</p>
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.
Productivity Software	Los Alamos County uses Microsoft O365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.

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Email	Microsoft O365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the O365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.
Security	Intranet devices must be capable of multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.  Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.
Hosted\Cloud Based Services	Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP). Responses for Cloud based solutions shall provide information on the following areas of concern: <ul style="list-style-type: none"> <li>• CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners? If so, where is the hosting facility(s) physically located?</li> <li>• CSP processes involving: <ul style="list-style-type: none"> <li>○ <b>Physical infrastructure:</b> including locations, internet connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.</li> <li>○ <b>Hybrid Connectivity:</b> Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.</li> </ul> </li> </ul>

Revision Date: 4/29/2021

CIO Approval Date: 4/29/2021

	<ul style="list-style-type: none"> <li>○ <b>Data:</b> Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County will have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.</li> <li>○ <b>Customer/User Security:</b> Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County?</li> <li>● CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss: <ul style="list-style-type: none"> <li>○ The County shall require CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee.</li> <li>○ Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.</li> </ul> </li> </ul>
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Revision Date: 4/29/2021

CIO Approval Date: 4/29/2021

**Exhibit "F"**  
**Confidential Information Disclosure Statement**  
**AGR21-20**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, Maine 04096  
Attention: Casey Civiello  
Risk Manager

**County:** IM Program Manager  
1000 Central Ave. Suite 220  
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the

information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

**Exhibit "G"**  
**Solution Requirements**  
**AGR21-20**

**Solution Requirements:** Eagle Recorder and TCM shall include but not be limited to the following functionality.

*Solution for Land Records that includes the following:*

1. Tyler Evergreen
  - a. Unlimited software enhancements and upgrades
2. Eagle Recorder Records Management System (RMS) suite
3. Self Service suite for public access
4. eRecording
5. eMarriage
6. Probate
7. eCommerce
8. Intelligent Indexing and Redaction
9. Source Code Escrow
10. Tyler Content Manager (TCM) for Election Records
  - a. license will allow all of Los Alamos County's offices to use this functionality.
11. All licenses requested in the RFP including Software, Databases, Servers, workstations and peripherals.

*Connected Communities*

1. Integration with existing Tyler software in Los Alamos County:
  - a. Munis
  - b. Eagle Assessor
  - c. Eagle Treasurer

*Accounting Capabilities*

The Licensed Software shall provide an accurately managed accounting module with security-based user controls. The accounting module shall perform document validation, transaction audit trails and detailed accounting reports, including daily financial reports to reflect all monies taken in by the County. The Licensed Software shall integrate accurately, with the County's Tyler Munis Financial System, and shall include the following functions:

1. Receipting: supports documents, applications, and copies. Documents may be added, deleted, sequence changed until the cashier process the payment. Information is accessible for later review.
2. Payments: following cashiering a payment is processed, tender types may include cash, check, EFT, On-Account, and Credit Card, following County's current payment policies. Once receipt balance is paid in full, documents are officially recorded. Each document is assigned a sequential Instrument Number, book/page number and recording date and time.
3. Receipt Corrections: system complies with Generally Accepted Accounting Practices (GAAP) for receipt corrections and voids. System allows authorized staff to add or delete pages, and correct others fees. Receipts may be voided and reissued, voided receipts are linked to the reissued receipt.
4. Balancing Tills: Tills may be assigned to specific staff or shared. System shall include a Balance Till process to audit and over/short amounts by tender type.

5. Bank Deposit Reports: following till balancing, a bank deposit summary report is generated, summarizing all funds being deposited.
6. Account Summary Report: At the close of the business day, an account summary report is produced, including all transactions for the day, including those not included in the Bank Deposit report.
7. Over/Short Account: If County policy allows, the Licensed Software shall include an Over/Short account, which allows a limit to be set for over or short payment per transaction.
8. Receipt Reports: the Licensed Software shall offer receipt reports including but not limited to:
  - a. Account Totals
  - b. Other Payments
  - c. Workstation Balance
  - d. Bank Deposit
  - e. Bank Deposit Summary
  - f. Check Register
  - g. Credit Card Transactions
  - h. Journal Summary
  - i. Product Sales
  - j. Receipt Report
9. Printing or Emailing Receipts: the Licensed Software shall allow receipts to be printed automatically or on demand in detail or summary form.
10. Customer Statements: the Licensed Software shall allow customer statements to be automated and generated to mail, or email on a daily, weekly or monthly basis. Account balance is accessible to County staff real-time when payments are applied. The Licensed Software prevents transaction completion if an account lacks sufficient funds or has exceeded its credit limit.

### *Customizable Workflows*

The Licensed Software is designed to meet the County's desired workflows. The Licensed Software shall be easily customizable to meet changing needs of the County and adaptable to staffing to achieve operational efficiencies.

1. Workspace Management: User workspace configuration shall be defined by County, the Licensed Software shall allow for access to multiple screens concurrently.
2. Widgets: Licensed Software shall allow for customization through user-defined widgets which shall include system information, outstanding tasks, user notes, contact information, and County information.
3. Key Performance Indicators (KPI): The Licensed Software shall allow configurable KPI relevant to user work processes.
4. Drill-Down Functionality: All data used from the application to create widgets shall include full capability to drill down into the data, allowing users to customize queries, add or change column orders and grouping of data.

### *Indexing Capabilities*

The Licensed Software shall support the indexing of documents related to land, general, marriage, probate, government, and election records, and any other documents the County is required to record and/or file. The Licensed Software shall provide intelligent software to automatically capture relevant indexing data such as names, dates, legal description, addresses, and other important information. The Licensed Software shall collect such data through OCR capabilities. Indexing software shall provide a comprehensive database that includes, **but not limited to**, the following components:

1. Data Entry: Input screens and views that can be unique to each document type;
2. Advanced OCR functionality that includes:
  - a. Automatic Verification, Automatic Identification and Automatic Population, and
  - b. Drag and Drop and/or Click functionality;
3. Color coded accuracy flags to easily identify errors and ease of verification;
4. Automatic parsing of fields;
5. Ability to automatically recognize data in field types, such as Social Security Numbers, and other Protected Personal Identifying Information (“PPII”) for ease in identifying data requiring redaction;
6. User defined screen layouts;
7. User defined Macros: user may create their own indexing and verification field macros;
8. Codes: Commonly used names, abbreviated, will populate when inserted in an index field;
9. Table lookups;
10. Drop downs;
11. Common names;
12. Auto fill;
13. Default fields;
14. Required fields;
15. Protected fields;
16. No limits to the amount of information entered;
17. Data Auditing: Quality controls with custom validation points; and
18. Custom checklists and/or checklist process to reduce errors and increase standardization.
19. Image Auditing: image changes are trackable, including deletion or rescan of image or page. Allows for correction or recovery.

#### *Redaction Capabilities*

The Licensed Software shall provide redaction capabilities to identify and remove sensitive data (PPII) from documents, protecting against identity theft and fraud. It must be integrated into the indexing module to identify pre-defined sensitive data and mask the data from the document. A copy of both the redacted and un-redacted (for internal staff viewing) document must be stored within the Licensed Software.

1. Manual Redaction: The Licensed Software shall allow permissioned staff to redact confidential information using an annotation tool. Manual redactions shall be available for use on new or existing images.
2. Intelligent Redaction: Using predefined and configured business rules, the Licensed Software shall automatically identify and apply redaction to formatted social security numbers and other confidential data as specified by County.

#### *Scanning Capabilities*

The Licensed Software shall have integrated scanning capabilities that allows the County to determine when scanning occurs in the workflow. The Licensed Software must automatically link the image to the correct document. Additional capabilities to be included, **but not limited to**, the following:

1. Automatic verification of number of pages;
2. Handles scanning a document one at a time, and from a queue and/or batch;
3. Non-proprietary and standard image file formats;
4. Scanning at 300DPI and saving as TIFF at Group III or IV compression;
5. Integration with most scanners; including bar code scan capability
6. Easily import images into the system; and
7. Image Quality Control: Ability to check for and correct errors and fine tune the images after scanning them in, i.e. darkening signatures.
8. Scan-First: an electronic recording label is applied to the scanned image and a copy of the recorded image is sent to the customer. The physical document can be handed back to the customer, a physical recording label can be applied to the physical document that is handed back.
9. Up-Front Scanning: After receipting the Licensed Software shall prompt cashier to apply a recording label and scan documents. The Licensed Software confirms that all receipted pages have been scanned, allows for correction to errors.

10. Electronic Annotations: The Licensed Software shall allow for electronic annotation, overlay on the original without affecting the original image.

#### *eRecording Capabilities*

The Licensed Software shall provide, at a minimum, Level 2/Model 2 e-recordings. Functionality shall be integral to the system and enable the recording of documents in a similar process as recordings from other delivery methods. Licensed Software shall provide an eRecording queue which is configured to make eRecording submissions visible and accessible to all intake users. eRecording submissions shall communicate securely through an HTTPS connection, all approved eRecording vendors shall be provisioned and account to ensure access is only via authorized interface. eRecording shall allow acceptance of Level 1, 2 or 3 documents.

1. eRecording Rejections: The Licensed Software shall allow for configuration of auto rejection rules for packages, as well as manual pull-down selection for frequent rejection reasons.

#### *Cash Management*

The Licensed Software shall track all monies received and dispersed by the County. The system shall allow multiple payment methods including: Cash, Money Orders, Checks, Escrow Accounts, ACH transaction and Credit Cards.

Each transaction shall be able to be tracked by user and by workstation to allow detailed reporting.

#### *Reporting Capabilities*

The Licensed Software shall provide an integrated report writer with the ability to generate standard and user defined reports, print and/or email reports, which contain substantially the same information that appears on current reports i.e. separation of funding and payment types. The Forms Module shall allow printed forms to be saved as a secondary attachment to the associated record.

1. Integrated Report Writer: Shall include a library of standard reports, including Grantor, Grantee, Reception Book, Summary, Document Transactions. Additionally the system shall have capability to copy and modify existing reports and generate custom reports.
2. Recording Reports: Shall include Missing Names Report, Reception Book, Document Summary, Missing Scans Report, Grantor Index, Grantee Index, and financial reports including but not limited to Journal Activity, End of Day Till Balance, Bank Deposit, Finance Data Extract and Product Sales reports.
3. Search Screen Printing: System shall allow for printing of reports from search screen.
4. User Defined Reports: System shall allow creation of ad hoc reports.
5. Automated Attachment of Correspondence: Automated Attachment shall allow the correspondence generated through the Report Manager to be automatically attached to the record that generated the specific correspondence.
6. Forms Module: Licensed Software shall allow for County specific forms including but not limited to Rejection Letters, Refund Letters, No Record Found, Letters, License applications, licenses, and certificates.
7. The Licensed Software shall integrate accurately and without error with County's Tyler Munis Financial System.

#### *Automated Fee Calculation*

The Licensed Software shall allow the County to automatically calculate fees for each and every transaction type. The system shall include the ability to waive or add miscellaneous fees as necessary.

#### *Automatic Generation of Document Numbers*

The Licensed Software shall include, at minimum, automatic generation of document number, book and page, recorded date and time.

#### *Automated Rejection Process*

The Licensed Software shall automate the rejection process. The County must have the ability to identify rejected transactions, select reasons for rejection and automatically generate a rejection letter that can be returned with the document(s) within the transaction.

#### *Accessibility of Records*

The Licensed Software shall include the ability to access records from the internet. The Licensed Software shall include:

1. Secure online records access portal that is intuitive and easy to use;
2. Accessible via the internet or at the County office;
3. Advanced search functionality to improve experience for agents and public;
4. County defined user levels such as:
  - a. Professional / advanced searches for agents that includes viewing of images, and
  - b. Simple searches for general public;
5. Ability to collect a fee online, by credit card, for accessing and/or requesting copies or certified copies of County records, using a Secure Online Self-Service functionality, with reporting and tracking abilities (*County to keep all revenues collected from sale of documents*).
6. Ability to email documents, both redacted and un-redacted, to a customer.

#### *Reliability*

Licensed Software reliability is a mandatory requirement. The Licensed Software shall provide a quality assurance capacity to verify that information is written to the storage media.

*Response Time : Contractor shall record customer contacts and incidents in a customer relationship management system.*

1. Issue Handling: The Licensed Software shall track the history of each incident, including the contact, time, priority level, case description, correspondence, attached files, support recommendations, County feedback, and resolution.
2. Problem Escalation: Shall follow the support call process as detailed in Exhibit "B" 1.

#### *Performance Management*

The Licensed Software shall track all statistical information about workload, including, **but not limited to**, volumes, types of documents, status, updating or editing activities, rejected documents, employee operating times, and number of documents processed. County must be able to easily and quickly monitor activity on a real time basis. Licensed Software shall track a document through the entire recording process. County shall be able to quickly review and search on the document status to identify any backlog or if a document has not been verified. Queues for all document stages shall allow staff to manage unverified or in-suspense/hold work. Licensed Software shall have ability to track information for documents/filings in each separate module (land, marriage, probate, government and election). Licensed Software must provide ability to trace all activity and identify accountability.

#### *Source Code in Escrow*

The Contractor shall ensure that the source code be updated with every upgrade, patch or enhancement. Proof of escrowed source code shall be required and a receipt from the institution where the source code is maintained shall be provided to the County.

#### *Security*

The Licensed Software shall provide a defined gateway that integrates into the cashiering module and be PCI compliant. The Licensed Software shall provide security measures built around PPII data.

### *End User Security and Administration*

The Licensed Software shall allow security to be enforced at the field level, document level (index or image), and by function. Security is applied to groups (roles) and to individual users. Permissions allow or limit what each group (role) can do. The Licensed Software shall allow security groups to be added or taken away from individual users to adjust their access to the system as needed. The County must be able to easily add, modify and/or remove permissions for any user. The Licensed Software shall include detailed auditing functions to track everything done in the system by each user, when and at which workstation, including tracking of all file access and activity.

1. Auditing: The system shall allow audits of all changes to instruments and configuration. Changes to documents shall be tracked via date, time and operator.

### *Shared Access*

The Licensed Software shall allow for multiple users to access the same data and documents. The first user accessing a record may edit, additional users will have read only access.

### *Backup and Disaster Recovery*

The Licensed Software shall provide Backup and Disaster Recover, Contractor shall provide the servers, the operations staff and County's stored data shall be stored in data centers located in Falmouth, Maine and Dallas, Texas. Contractor can transparently retrieve a copy of County's data every night, thereby ensuring critical users can always process work via internet or by traveling to one of two locations. Contractor shall utilize a utility to perform a differential transfer of the database and critical files, nightly.

### *Multi-User Environment*

The Licensed Software shall allow for a multi-user environment and be user friendly. It shall be able to support a multi-user configuration and be able to operate based on County's Technology Standards.

*Query and Search:* The Licensed Software shall provide a search engine with varying levels of access for staff and the public, security can be applied to specific search fields that limit information retrieval by certain users.

1. Document Search Screen: The Licensed Software shall allow search results to be displayed in several pre-defined formats and include as many names as desired or a limited number to allow for more documents to show in the search results. The maximum number of search results returned can be managed by the system administrator. The search result set may be limited to between 5,000 and 10,000 records for manageability.
2. Exact Name or Boolean Searches: Shall be available search options.
3. Sort: The Licensed Software shall allow the query result set to be sorted. The fields on which the data can be sorted are set by the System Administrator and typically include Instrument / File Number; Book/Page Number; Grantor Name; Grantee Name; Recorded Date; Subdivision, Lot, Book / Section, Township and Range; and Related Number. Once sorted, search results may be exported to excel.
4. Filters: The Licensed Software shall allow filters to be set to filter and customize a search to specific document types. Key example filters could be Land, Marriage, Election and Probate.
5. Search Results Screen: The information that displays on the Search Results Screen is defined by County. Search result screen options include : Instrument / File Number, Date/Time of Recording, Document Type, Grantor and Grantee names, Related Number and Legal Description.
6. Related Documents: The Licensed Software shall allow searchers to easily check to see if a document is related to another document as the related information is displayed on the search screen.
7. Saved Searches: The Licensed Software shall allow a query to be saved by a system user with proper security. Saved queries can be accessed and run from a Bookmarked Search View.

8. Internal Searching vs. Public Searching: Internal staff shall search records directly within Eagle Recorder. The public and other users will use Self-Service online portal for searching records.

*Integrating Converted Index Data and Images*

The Licensed Software shall be capable of integrating converted index data and images.

*Stamps:* The Licensed Software shall provide ability to create and utilize electronic stamps, i.e. certified copy stamps and imprinting of recording information.

*Special Project Queues:* The Licensed Software shall have the ability to create special project queues, i.e. for back scanning and importing historic information.

Exhibit "H"  
Statement of Work  
AGR21-20

# Los Alamos County Clerk

## SOW from Tyler Technologies, Inc.

Contact:  
Glen Snider  
Email: [Glen.Snider@TylerTech.com](mailto:Glen.Snider@TylerTech.com)  
1627 Cole Blvd, Suite 300, Lakewood, CO 80401

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by Clerk and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

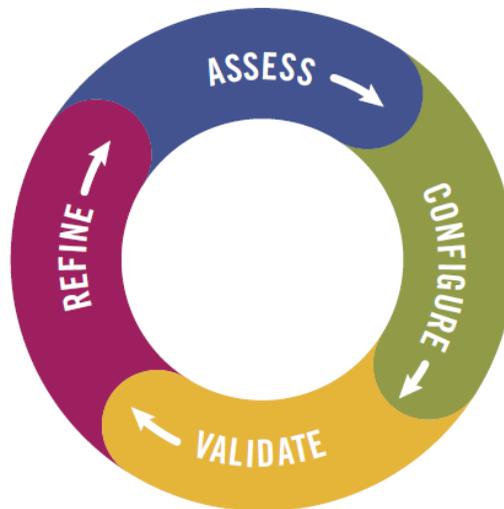
Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently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

## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

## Iterative Project Model



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

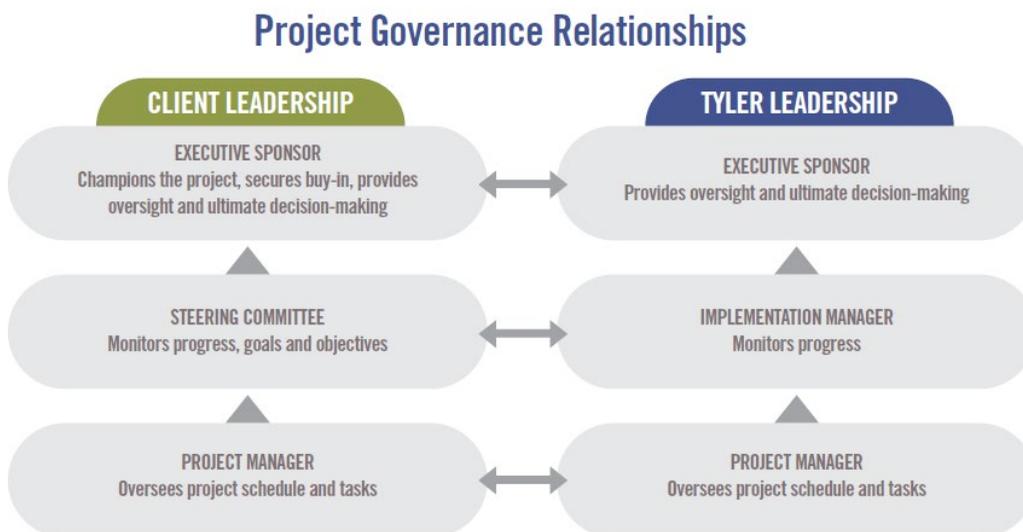
# Part 2: Project Foundation

## 2. Project Governance

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

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

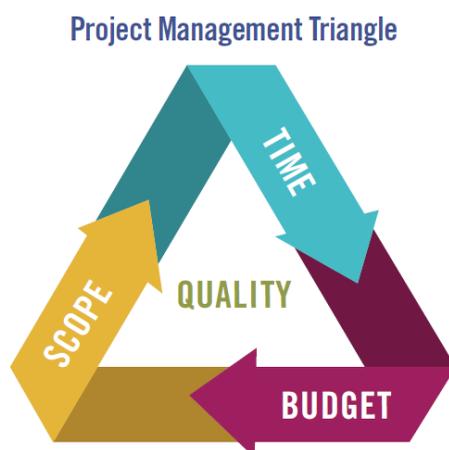
The chart below illustrates an overall team perspective where Tyler and Clerk collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation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



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

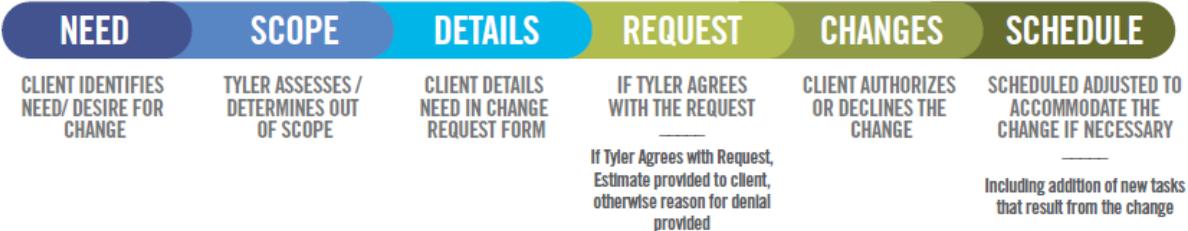
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Clerk; for example, Clerk may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Clerk, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Clerk will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Clerk). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Clerk office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Clerk will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Clerk project manager will strive to gain deliverable and decision approvals from all authorized Clerk representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Clerk department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Clerk shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Clerk does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Clerk does not agree the particular Deliverable or Control Point meets requirements, the Clerk shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Clerk shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Clerk does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

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

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Clerk's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Clerk's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Clerk management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Clerk project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Clerk project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Clerk and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Clerk any items that may impact the outcomes of the Project.
- Collaborates with Clerk 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Clerk 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Clerk and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Clerk through software validation process following configuration.
- Assists during Go-Live process and provides support until Clerk transitions to Client Services.
- Facilitates training sessions and discussions with Clerk and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

### 5.1.7 Tyler Basic Network Support

- Manages incoming Clerk issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support of Clerk systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues to timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.

#### 1.1.1.1 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of Clerk databases at hosting facility and transfers nightly backups to Tyler's data center.
- Provides services to host application in the event of a disaster.

## 5.2 Clerk Roles & Responsibilities

Clerk resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Clerk Executive Sponsor

The Clerk executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Clerk steering committee, project manager(s), and functional leads to make critical business decisions for Clerk.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Clerk Steering Committee

The Clerk steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Clerk project manager and Project as a whole through participation in regular internal meetings. The Clerk steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Clerk steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Clerk Policies
  - Needs of other client projects

### 5.2.3 Clerk Project Manager

Clerk shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Clerk Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Clerk project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Clerk project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Clerk and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Clerk staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Clerk resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Clerk technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Clerk Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Clerk project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development

- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of Clerk resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 Clerk Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Clerk business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Clerk staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Clerk End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Clerk Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Clerk third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.

- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Clerk's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
  - Involved in infrastructure planning/review
  - Purchases and sets up client-hosted servers

#### 5.2.7.1 Clerk Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Clerk's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Clerk and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 Clerk Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

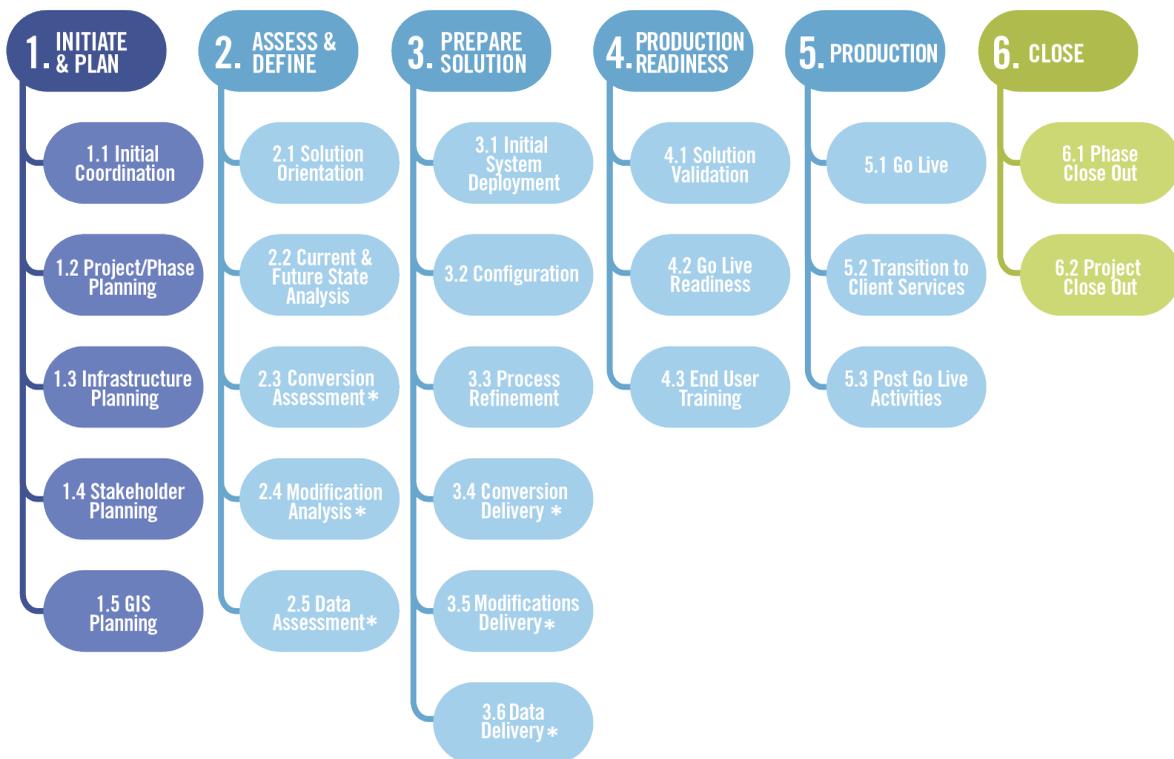
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

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

## Work Breakdown Structure (WBS)



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Clerk with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Clerk gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Clerk’s team. During this step, Tyler will work with Clerk to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMIEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Clerk		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Clerk to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Clerk Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Clerk’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Clerk Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

<b>STAGE 1</b>	<b>Project/Phase Planning</b>																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads

Schedule and conduct planning session(s)		A	R							I			C	C	I				
Develop Project Management Plan		A	R							I			C	C	I				
Develop initial project schedule		A	R	I	I	I	I			I	I		C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Clerk provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Clerk has reviewed and completed the Guide to Starting Your Project document.

**6.1.3 Infrastructure Planning**

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Clerk to install License Software. The Clerk is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure Clerk’s infrastructure meets Tyler’s application requirements.
- Ensure Clerk’s infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Provide Infrastructure Requirements and Design Document		A	R		C		C				I							I
Initial Infrastructure Meeting		A	R		C		C				C							C
*Schedule SaaS Environment Availability		A	R				C				I							
*Schedule Hardware to be Available for Installation				I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I							I
Infrastructure Audit		A	R				C				I							C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

**Work package assumptions:**

- Clerk will maintain environment (or virtual environment) for On-Premise deployments.

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Clerk Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Clerk team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>	
	Tyler	Client

<p>RACI MATRIX KEY:  R = Responsible  A = Accountable  C = Consulted  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 Intentionally left blank.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Clerk
- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Clerk business processes. This information will be used to identify and define business processes utilized with Tyler software. Clerk collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Clerk team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Clerk team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Clerk for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Clerk and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Clerk will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document
--	----------------------

**Work package assumptions:**

- Clerk attendees possess sufficient knowledge and authority to make future state decisions.
- Clerk is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
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	Client Source data Documentation (if available)
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Clerk representatives to identify business rules before writing the conversion.
- Clerk subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

**6.2.4 Intentionally left blank.**

**6.2.5 Intentionally left blank.**

**6.2.6 Control Point 2: Assess & Define Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

**6.3 Prepare Solution**

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

**6.3.1 Initial System Deployment**

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- Clerk is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Clients (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current generally available version of the Tyler Licensed Software will be installed.
- Clerk will provide network access for Tyler modules, printers, and Internet access to all applicable Clerk and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Clerk to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Clerk collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate Clerk SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads	
Conduct configuration training			A	R							I	C		C				
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I				
Complete Client configuration tasks (where applicable)			I	C							A	R		C				
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C				C
Updates to Solution Validation testing plan			C	C							A	R		C				C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. Clerk is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Clerk users on how to execute processes in the system to prepare them for the validation of the software. Clerk collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that Clerk understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			
Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Clerk)	

**Work package assumptions:**

- None

**6.3.4 Conversion Delivery**

The purpose of this task is to transition the Clerk’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Clerk will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Clerk to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

**Work package assumptions:**

- The Clerk will provide a single file layout per source system as identified in the investment summary.
- The Clerk subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Clerk project team will be responsible for completing the code mapping activity, with assistance from Tyler.

### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Clerk verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Clerk organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Client

<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Clerk updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and Clerk will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Clerk will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>
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	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Clerk

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- Clerk is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Clerk signoff that training was delivered

**Work package assumptions:**

- The Clerk project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Clerk as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Clerk departments.
- Clerk will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.

- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Clerk will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Clerk to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Clerk and Tyler will complete work assigned to prepare for Go-Live.

Clerk provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Clerk manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Clerk during Go-Live activities. Clerk transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

<b>STAGE 5</b>	<b>Go-Live</b>																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads

Provide final source data extract, if applicable			C		C						A						R	
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C	
Proof final converted data, if applicable			C	C	C						A	R		C				
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C			I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

**Work package assumptions:**

- Clerk will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Clerk Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Clerk Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Clerk teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Clerk onto the Tyler Client Services team, who provides Clerk with assistance following Go-Live, officially transitioning Clerk to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Clerk teams for key processes and subject areas.

<b>STAGE 5</b>	<b>Transition to Client Services</b>
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	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

<b>STAGE 5</b>	<b>Post Go-Live Activities</b>	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Clerk transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Clerk for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and Clerk teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Clerk may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Clerk teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Clerk and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Clerk will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Clerk Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Clerk project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Clerk is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Clerk to make process changes.
- Clerk is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Clerk is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Clerk resources will participate in scheduled activities as assigned in the Project Schedule.
- The Clerk team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Clerk will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Clerk will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Clerk makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Clerk will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Clerk will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Clerk is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Clerk representatives to identify business rules before writing the conversion. Clerk must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Clerk Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.

- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- Clerk will provide dedicated space for Tyler staff to work with Clerk resources for both on-site and remote sessions. If Phases overlap, Clerk will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Clerk will provide staff with a location to practice what they have learned without distraction.

## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.

# Part 4: Appendices

## 9. Conversion

### 9.1 Eagle Recorder Conversion Specification

The Eagle Recorder conversion includes converting data from a single database dump file into the Eagle Recorder application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Eagle Recorder. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

#### 9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (\*.dmp), accompanied by database definitions/mapping.
  - Microsoft SQL Server ®
  - Oracle ®

A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row

- Pipe delimited
- Tab delimited
- All data for a specific record in the text file should be in a single line (ie. No line feeds)

#### 9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white

- Single-page TIFF images should be stored with a file extension in \*.001 - \*.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as \*.tif. In both cases the \* represents the document number.
- Images must be oriented correctly (right side) up
- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Eagle Recorder. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

### 9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

#### 9.1.3.1 Option 1

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Eagle Recorder. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e. in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

#### 9.1.3.2 Option 2

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

**LAND RECORDS**

Document Number	
Book/Page/Volume or Book/Page	
Recording Date	
Total Fees	
Recording Fee	
Transfer Tax	
Tax Rate Area	
PCOR Pages	
Document Date	
Return Address	
Requested By	
Grantor	
Grantee	
Parcel Number	
Related Data	
Grantor Address	
Grantee Address	
Treasurer Receipt	
Affidavit	
Excise Number	
Received Date	
Exempt Both	
Exempt State	
Failed Reason	
Submit Date	
Tracking Number	
Vendor	
Scan Date	
Scan Modification Date	
Scan Page County	
Lien Name	
Lien Address	
Transfer Tax State	
Transfer Tax County	
Number of Pages	
Flattened Stamp Date	
Flattened Stamp Pages	
Verification Date	
Verification User	
Modify By	

Modify Date	
Legal	
Situs	
Legal Remarks	
Submitter	
Location	
Housing State	
Housing Multi State	
Housing Multi County	
Housing County	
Index Error Notes	
Notes	Public
Notes Internal	
Legal Survey	
Company ID	
Order Number	
Vendor ID	
Consideration/Loan Amount/Sales Price	
Mortgage Tax	
Compliance Date	
Documentary Fee	
Previous Date	

**BIRTH CERTIFICATES**

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Gender	
Deceased	
Amendment	
Notes	Public
Notes Internal	
Birth Date	
Number of Pages	
Name	
Parent1 Name	
Parent2 Name	
Death Date	
Amendment Date	
Amendment Comment	
Place of Birth	
Related Data	
Do Not Issue	

**DEATH CERTIFICATES**

Document Number	
-----------------	--

Recording Date	
Book/Volume/Page or Book/Page	
Name of Deceased	
Gender	
Amendment	
Notes	Public
Internal Notes	
Related Data	
Number of Pages	
Date of Death	
Date of Birth	
Parent1 Name	
Parent2 Name	
Amendment Date	
Amendment Comment	
Place of Death	
Location	
Return To	
Return Address	
Cause of Death	
Race	
Funeral Home	

**MILITARY DISCHARGE**

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Document Date	
Return To	
Return Address	
Requested By	
Grantor (Veteran)	
Grantee (Military Branch)	
Discharge Date	

**CONCEALED WEAPON**

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Issue Number	
Fingerprint Date	
Issue Date	
Application Date	
PASP Status	
Name	
Alias	

Date of Birth	
Gender	
Race	
Weight	
Height	
Eye Color	
Hair Color	
Place of Birth	
Country	
SSN	
Address	
Mailing Address	
County	
Phone Number	
Email	

**NOTARY**

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Document Date	
Name	
Bond Number/Commission Number	
Bond Date/Commission Date	
Document Date	
Phone Number	
Status	
Expiration Date	
ID Type	
ID Number	
Signature	
Business Name	

**MARRIAGE CERTIFICATE**

Document Number	
Book/Volume/Page or Book/Page	
Recording Date	
Application Date	
Marriage Date	
Marriage County	
Married By/Officiant	
Married By/Officiant Address	
Party 1 Name	
Party 1 Date of Birth	
Party 1 Gender	
Party 1 Age	

Party 1 New Last Name	
Party 1 Number of this marriage	
Party 1 Previous Marriage	
Party 1 Marriage End Date	
Party 2 Name	
Party 2 Date of Birth	
Party 2 Gender	
Party 2 Age	
Party 2 New Last Name	
Party 2 Number of this marriage	
Party 2 Previous Marriage	
Party 2 Marriage End Date	
Marriage State	
Marriage City	
Return Date	
Phone Number	
Notes	Public
Notes Internal	
Related Data	
Party 1 Last Name at Birth	
Party 2 Last Name at Birth	
Number of Pages	
Party 1 Designation	
Party 2 Designation	
Waiver	
Return Address	
Party 1 Phone Number	
Party 2 Phone Number	
Party 1 Email	
Party 2 Email	
Party 1 Address	
Party 2 Address	
Party 1 ID Type	
Party 2 ID Type	
Party 1 ID Number	
Party 2 ID Number	
Expiration Date	

**FICTITIOUS BUSINESS NAMES/ASSUMED NAMES**

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Total Fees	
Filing Type	
FBN Publication	
Publication Date	
Expiration date	
Related Data	

Business Name	
Registrant Name	
Grantee Address	
Registrant Type	
State of Incorporation	
Registrant Phone Number	
Withdrawal Date	
Withdrawal Publication Date	
Registrant Status	
Type	
Business Transacted	
Business Transacted Date	
Source	
ID Check	
Executed By	
LLC Title	
Signature	
Notes	Public
Notes Internal	
Number of Pages	

## 10. Additional Appendices

10.1 Intentionally left blank.

# 11. Project Timeline

## 11.1 Sample Eagle Timeline

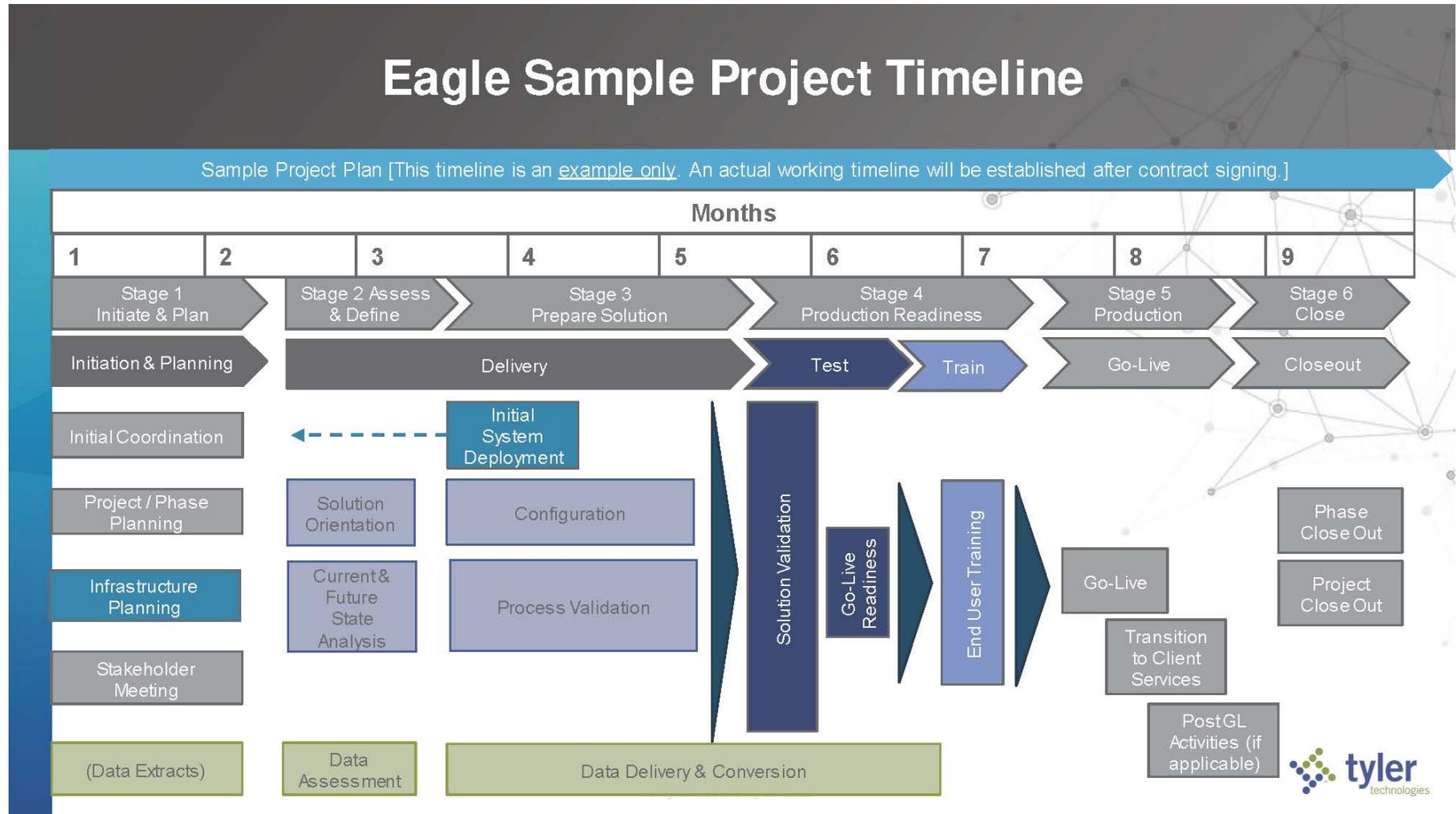
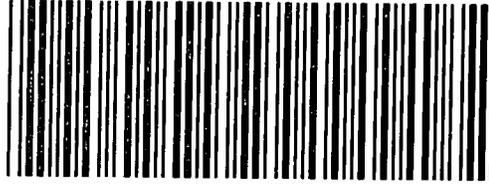


Exhibit "I"  
Source Code Escrow Agreement  
AGR21-20



Iron Mountain Intellectual Property Management



S 4018996



**IRON MOUNTAIN®**

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, [www.ironmountain.com](http://www.ironmountain.com) for more information.

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Master Deposit Account Number: 35730

Effective Date: MARCH 17, 2009

## TWO-PARTY MASTER ESCROW SERVICE AGREEMENT

### 1. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between TYLER TECHNOLOGIES, Inc. / EAGLE SOLUTIONS (the "Depositor") and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Depositor and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

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

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

### 2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that Depositor lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form. If any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor may enroll one or more beneficiary ("Beneficiary") under this Agreement. To enroll a Beneficiary, Depositor will either (i) execute and submit to Iron Mountain a Beneficiary Enrollment Form, referenced in this Agreement as Exhibit E, listing each Beneficiary to be enrolled under the Agreement or (ii) enroll the Beneficiary via the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com). Upon Iron Mountain's receipt of Exhibit E or any additional Exhibit E thereto, Iron Mountain will issue an enrollment letter and a copy of Exhibit C to the Beneficiary. Depositor shall use commercially reasonable efforts to assure that all Beneficiary information contained in Authorized Persons/Notices Table of each Exhibit E submitted to Iron Mountain is current. For avoidance of doubt, Depositor may remove an enrolled Beneficiary from this Agreement by written notice to Iron Mountain. Once such notice is received by Iron Mountain, the Beneficiary shall no longer have any rights under this Agreement.

### 3. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor in a Work Request and permitted requests from a Beneficiary. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the direct control of Iron Mountain, unless otherwise agreed to by the Parties.
- (d) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services under this Agreement, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

4. Payment.

Depositor shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("Service Fees") unless otherwise agreed upon by the Parties. Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to Depositor during the Term of this Agreement (as defined below). Depositor is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent 1% per month (12% per annum) or the maximum rate permitted by law, whichever is less. Depositor agrees that if this Agreement terminates during the Term for any reason other than for the fault of Iron Mountain, all prepaid fees shall be non-refundable. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

5. Term and Termination.

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor provides written instructions of its intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) the Agreement terminates under another provision of this Agreement; or (iii) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide Depositor with written notice of Iron Mountain's intent to terminate this Agreement. Iron Mountain shall have the right to notify any and all Beneficiaries enrolled under this Agreement of nonpayment of Service Fees. Depositor and any enrolled Beneficiary shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to Depositor and any enrolled Beneficiaries. Iron Mountain shall have no obligation to perform the Services (except those obligations that survive termination of this Agreement which includes the confidentiality obligations in Section 8) so long as any undisputed Service Fees due Iron Mountain under this Agreement remains unpaid.

6. Infringement Indemnification.

Anything to the contrary notwithstanding, Depositor, at its own expense, shall defend and hold Iron Mountain (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

7. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY Warranty AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS

AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

**8. Confidential Information.**

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

**9. Limitation of Liability.**

EXCEPT FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) THE INFRINGEMENT OBLIGATIONS OF SECTION 6, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

**10. Consequential Damages Waiver.**

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

**11. General.**

- (a) Incorporation of Work Requests. All Depositor Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Depositor or paying party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Depositor or party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor must authorize and designate one person whose actions will legally bind such Party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for the Depositor will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to Release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be

required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.

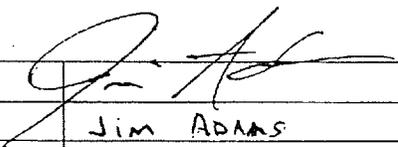
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. Notices to Beneficiaries of Depositor under this Agreement shall be provided to such addresses as Depositor shall provide Iron Mountain. It shall be the responsibility of the Depositor and Iron Mountain to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. For avoidance of doubt, Iron Mountain shall only accept contact data for Beneficiaries from Depositor. Iron Mountain and Depositor shall have the right to rely on the last known address provided by the other Party. Any correctly addressed notice to the last known address that is relied on herein of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities or through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of any rights under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or any rights or obligations of Depositor under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the other.
- (l) Independent Contractor Relationship. Depositor understands, acknowledges, and agrees that Iron Mountain's relationship with Depositor will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor refuses to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be paid by Depositor.
- (p) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of enrolled Beneficiaries and the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any

right by virtue of this Agreement unless otherwise agreed to by the Parties hereto. Enrolled Beneficiaries shall be considered intended third-party beneficiaries and may claim under this Agreement, but shall be bound by all terms and conditions including but not limited to the Limitation of Liability and Consequential Damages Waiver herein.

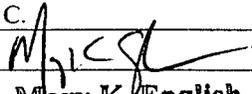
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 5 (Term and Termination), 6 (Infringement Indemnification), 7 (Warranties), 8 (Confidential Information), 9 (Limitation of Liability), 10 (Consequential Damages Waiver), and 11 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

IN WITNESS WHEREOF, the Parties have duly executed its Agreement as of the Effective Date by their authorized representatives:

**DEPOSITOR**

SIGNATURE:	
PRINT NAME:	JIM ADAMS
TITLE:	EXECUTIVE VICE PRESIDENT, EXEC SEC.
DATE:	03-17-09
EMAIL ADDRESS:	jim.adams@tylertech.com

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

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	3/19/09
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

NOTE: AUTHORIZED PERSON(S)/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

**AUTHORIZED PERSON(S)/NOTICES TABLE**

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent to this individual at the address set forth below.

PRINT NAME:	JIM ADAMS
TITLE:	EXEC. VICE PRESIDENT
EMAIL ADDRESS:	jim.adams@tylertech.com
STREET ADDRESS:	14142 DENVER WEST PKWY #155
PROVINCE/CITY/STATE:	LAKESWOOD, CO
POSTAL/ZIP CODE:	80401
PHONE NUMBER:	800.554.4434
FAX NUMBER:	303.271.1930

Aaron KELLEY  
 aaron.kelley@tyler-tech.com  
 14142 DENVER WEST PKWY #155  
 LAKESWOOD, CO  
 80401  
 800.554.4434  
 303.271.1930

**BILLING CONTACT INFORMATION TABLE**

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

PRINT NAME:	GARY FEUCHT
TITLE:	CONTROLLER / CFO
EMAIL ADDRESS:	gary.feucht@tylertech.com
STREET ADDRESS:	120 EAST THIRD
PROVINCE/CITY/STATE:	EAGLE, CO 81631
POSTAL/ZIP CODE:	81631
PHONE NUMBER:	726-497-8040
FAX NUMBER:	970-328-6521

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

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER TWO PARTY ESCROW AGREEMENT All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee  <input checked="" type="checkbox"/> Deposit Account Fee-including Escrow Management Center Access  <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.  Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.  Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	\$2,250	\$1,000          \$210	<input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary  <input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary  <input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$210	<input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor.	N/A	\$375	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C: "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary

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

## EXHIBIT B

### DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: Tyler Technologies ~~of Eagle Software~~ DEPOSIT ACCOUNT NUMBER: 35730

DEPOSIT NAME Eagle Software AND DEPOSIT VERSION 2.X (Deposit Name will appear in account history reports)

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

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	
		TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES
		# OF FOLDERS	
<input checked="" type="checkbox"/> Electronic Deposit	876,256,021	1	0
<input type="checkbox"/> Other (please describe below):			

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

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

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

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

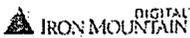
DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input checked="" type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME: <u>Aaron Kelley</u>	NAME:
DATE: <u>3/13/09</u>	DATE:
EMAIL ADDRESS: <u>aaron.kelley@tylertech.com</u>	
TELEPHONE NUMBER: <u>303-271-9100</u>	
FAX NUMBER: <u>303-271-1930</u>	

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

Iron Mountain Intellectual Property Management, Inc.  
 Attn: Vault Administration  
 2100 Norcross Parkway, Suite 150  
 Norcross, GA 30071  
 Telephone: (800) 875-5669  
 Facsimile: (770) 239-9201

FOR IRON MOUNTAIN USE ONLY - NO FILE DISCREPANCIES OR MISUAL INSPECTION



**EXHIBIT C**  
**RELEASE OF DEPOSIT MATERIALS**

Iron Mountain will use the following procedures to process any Work Request to release Deposit Material.

1. Release of Deposit Upon Depositor's Instruction. Upon receipt by Iron Mountain of written instructions directly from Depositor's Authorized Person, Depositor's trustee in bankruptcy or a court of competent jurisdiction, Iron Mountain will release a copy of the Deposit Materials to the Beneficiary identified in the instructions. Iron Mountain is entitled to receive any fees due Iron Mountain before making the release. Beneficiary's enrollment will terminate upon the release of the Deposit Materials held by Iron Mountain.

2. Filing For Release by Beneficiary.

(a) Upon notice to Iron Mountain by Beneficiary of the occurrence of a Release Condition (defined hereinafter), Iron Mountain shall provide Depositor with a copy of Beneficiary's notice by commercial express mail. Such notice from Beneficiary will be signed and on company letterhead. From the date Iron Mountain mails the notice requesting release of the Deposit Materials, Depositor shall have sixty-(60) days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured within the allotted time period. Such notice shall be signed by Depositor's Authorized Person and on company letterhead. Upon receipt of Contrary Instructions, Iron Mountain shall not release a copy of the Deposit Material, but shall send a copy of the Contrary Instructions to Beneficiary by commercial express mail.

(b) If no timely Contrary Instructions are given to Iron Mountain, Depositor agrees that Iron Mountain shall, unless prohibited by operation of law, deliver a copy of the Deposit Materials to the Beneficiary that provides Iron Mountain with a statement, signed by an officer of the Beneficiary:

- (i) asserting that the Beneficiary is entitled to release of the Deposit Material;
- (ii) requesting that a copy of the Deposit Material a copy of the Deposit Materials be released and delivered to Beneficiary;
- (iii) asserting that the copy of the Deposit Materials being released to Beneficiary will only be used as permitted under this Agreement and any other agreement(s) between Depositor and Beneficiary controlling use of the Deposit Material; and
- (iv) stating specific delivery instructions along with any fees due Iron Mountain.

3. Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:

- (i) Entry of an order for relief under Title 11 of the United States Bankruptcy Code;
- (ii) The making by Depositor of a general assignment for the benefit of creditors;
- (iii) The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- (iv) Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

4. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding the preceding sentence, Beneficiary shall not have access to the Deposit Materials unless there is a release of the Deposit Materials in accordance with the Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

**EXHIBIT D  
AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT**

Deposit Account Number: 35730

Auxiliary Account Number \_\_\_\_\_

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

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

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

**PAYING PARTY COMPANY NAME:** \_\_\_\_\_

**BILLING CONTACT INFORMATION TABLE**

All Invoices for Deposit Account Fees will be sent to the contact set forth below

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

**DEPOSITOR**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

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

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<a href="mailto:ipmclientservices@ironmountain.com">ipmclientservices@ironmountain.com</a>

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

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

**EXHIBIT E  
ENROLLMENT FORM**

Pursuant to the Two-Party Escrow Service Agreement ("Agreement") Depositor hereby enrolls

**BENEFICIARY COMPANY NAME:** \_\_\_\_\_ as a Beneficiary to

**DEPOSIT ACCOUNT NUMBER:** 35730

**AUTHORIZED PERSON(S)/NOTICES TABLE**

All Notices to Beneficiary will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

**PAYING PARTY COMPANY NAME:** \_\_\_\_\_

**BILLING CONTACT INFORMATION TABLE**

All Invoices to Beneficiary will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

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

**DEPOSITOR**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

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

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
MAIL ADDRESS:	<a href="mailto:ipmclientservices@ironmountain.com">ipmclientservices@ironmountain.com</a>