REDACTED COPY FOR OPEN RECORDS REQUESTS

Tarrant Appraisal District
Mass Appraisal System

June 10, 2024

Gio Giordano - Regional Sales Lead
One Tyler Way, Moraine, OH 45439
Phone: 585.738.1040
Email: Gio.Giordano@tylertech.com

Restrictions on Disclosure

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

- Security-related information, such as architectural diagrams, the content of SOC reports, security vendor names and other proprietary information that protects Tyler and government software, data and services from unauthorized access
- Response to the Functional Requirements, or "Checklist"
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

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

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

Trademarks Disclaimer

Because of the nature of this response, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler's intent to claim these names or trademarks as our own.

Same Tyler Products, New Names

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

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

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

One Tyler Way
Moraine, Ohio 45439

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June 10, 2024

Grady Ewing – Quality Assurance Manager
Tarrant Appraisal District
2500 Handley-Ederville Road
Fort Worth, Texas, 76118

Re: Request for Proposals for A Mass Appraisal System

Dear Mr. Ewing:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the Tarrant Appraisal District (TAD) Request for Proposals for a Mass Appraisal System. We have reviewed the information in the RFP and fully understand and appreciate the objective of this project.

We can proudly say that Tyler Technologies is absolutely committed to the success of your future project. The need to do more with less has never been more apparent. This requires a high level of service to your citizens and the corresponding potential for increased workloads. Our response to this Request for Proposal is reflective of our commitment and our understanding of your requirements. The Tyler family of products is proud to offer a team approach to successfully deliver a solution to meet the TAD's needs. Having a dedicated Tyler team with a proven solution separates us from the rest. County stakeholders will be comfortable knowing that if Tyler's solution is chosen, that it would be the last solution the County will need to purchase for decades.

Tyler has long appreciated that the evolution of technology means different things to different jurisdictions. Our clients seek innovative, yet stable technologies. With Tyler's experience helping assessment and taxing communities, we understand how important it is that you deliver quality services to your citizens and employees—effectively, efficiently and within budget. The Tyler application proposed will allow TAD to facilitate better decision-making, provide increased productivity for employees and ensure successful management while simultaneously managing the activities of your community. Our automated tool sets are designed to assist the appraisal district in necessary controls and management throughout the offices of the property assessment process.

Industry Leadership

Tyler is an industry leader and an ideal long-term partner for TAD. The history of our Property & Recording (P&R) Division goes as far back as 1938, when we pioneered the field of modern appraisal science. We subsequently developed some of the earliest approaches to using computers and software to streamline the property valuation and tax administration process.

Fast forward to today, over 85 years later, Tyler P&R has grown into the largest and most successful company in the history of this industry. Tyler Technologies has more than 7,200 employees across all divisions. The Property & Recording Division has more than 680 US- based employees. The clear differentiation against all our Fortune 1000 competitors is that we are the only company that is solely dedicated to providing solutions to the public sector. The public sector is not just one of our markets or divisions; it is the only thing we do.

A partnership with Tyler provides the highest possible assurance that TAD will have not only have a successful implementation but also a lifetime of sustained engineering and support for this key operational solution. Our market-leading ability to onboard and support clients is evident by the ongoing success of our clients; this can be measured by asking our clients about their experiences with us. We have successfully upgraded and evolved clients onto modernized enterprise platform releases of our flagship product – Enterprise Assessment.

Tyler's technical and product analysts are industry thought-leaders who publish, present, and innovate best practices through their client-facing service mission as well as in conjunction with industry organizations such as IAAO. They have experience in nearly every US state as well as internationally; they have mastered compliance with dynamic state and local property assessment regulations for almost four decades. The quality of the professional services team will be an important success factor for TAD, a partnership with Tyler brings access to an incredible depth of property assessment expertise.

Return on Investment

Tyler's overarching approach is represented by our evergreen philosophy which provides solutions that jurisdictions invest in today and then increasingly benefit from for decades. Through continued software and service investments, our solutions offer jurisdictions a continuous process improvement platform that delivers year-over-year improvements in process automation and constituent service-level possibilities.

Through our evergreen philosophy, our R&D processes have evolved legacy standalone products into modernized product families that share enterprise platform services for data integration, event processing, workflow management, mobile computing, and e-government. With the rapid rise of cloud computing, our products are evolving away from monolithic framework stack layers and data architectures to more vertically oriented module stacks and data stores. All of this translates to an increasingly more flexible and powerful architecture that can accommodate a wider variety of functional requirements and, at the same time, reduce engineering complexity by avoiding cross-cutting technology and internal organizational dependencies.

The Tyler value proposition goes beyond evergreen licensing through its unique-in-industry EverGuide service model. EverGuide provides jurisdictions with direct access to resources and consulting long after their initial go-live to ensure that clients understand and can effectively leverage the latest product features and industry best practices made possible in future product releases reducing the gap between what the solution does and what our clients understand its capabilities are leading to fuller utilization of the licensed product further enhancing our clients' ROI.

Implementation Track Record

Tyler has an unparalleled track record of successfully migrating complex jurisdictions from multiple legacy applications. We use a product-centered services methodology, refined through hundreds of implementations, that transforms client processes into a fully supported, 100% commercial off the shelf (COTS) enterprise technology solution. As opposed to shoehorning client needs into fixed business process models, our enterprise solution components are highly configurable and extensible through a modularized architecture. Our implementation capabilities and product processes significantly reduce the risk faced by our clients during the initial implementation effort, continuing through many years of mission critical operations. Through evolutionary software development and quality assurance practices, existing products are enhanced and improved in a modular fashion without risking existing business rules within the software. We have successfully moved our clients, year after year, through rapidly accelerating technology cycles and legislative changes. We combine best-in-class implementation methodology with our robust development practices to provide our clients with protection from failed projects, multi-year setbacks, statutory compliance violations, data quality degradation, operating performance risk and system instability. The strength of our staff is what makes this methodology so successful; they have extensive knowledge, experience, depth, and expertise in appraisal and tax operations. Of the 160-implementation staff at Tyler Property & Recording, 40 have more than 10 years' experience implementing Enterprise Assessment. We also employ certified appraisal staff as well as PMP certified project managers. It is our people and our process that allow Tyler to manage multiple projects at any given time.

Financial Stability

Tyler Technologies is a successful publicly traded company with a strong balance sheet. This provides the financial capability to deliver a project of this scale without the business insolvency risk that exists with other organizations.

It should be noted that Tyler is widely recognized as a market leader in innovative and integrated software offerings for local government. This project may be better described as a process in which you can take comfort and come to rely on a proven business partner who will assist you in creating your desired vision with fair and market driven guidance. Furthermore, our evergreen strategy is important to us and to our clients; we run our business conservatively with a strong balance sheet to always remain able to deliver this strategy.

Summary

As you can see, these are just a few of the compelling factors that place Tyler Technologies at the forefront of the industry. What we offer TAD is a partnership with the industry leader in the Assessment space. We are proposing a modern, secure application and the ability to configure a solution that is TAD specific, and not a standard drop in solution. We offer a qualified staff and a service offering that will allow you to achieve your goals, not only today, but going forward. Tyler's history in delivering solutions cannot be understated. Tyler is the most experienced vendor in the industry when it comes to delivering complex implementations. Selecting the right partner for a mission critical solution such as this is paramount, and Tyler is not only financially stable as a publicly traded company but is also the lowest risk partner in the industry. We look forward to partnering with another entity within Tarrant County.

Gio Giordano will be Tyler's primary contacts for this procurement. Gio can be reached any time by phone at 585.738.1040 or by email at Gio.Giordano@tylertech.com.

This proposal is valid for 90 days from the date of this letter. Thank you for your consideration. We look forward to the opportunity to further discuss our response and demonstrate to you the clear and significant advantages we can offer.

Sincerely,

Gus Tenhundfeld

Gus Tenhundfeld
Inside Sales Manager

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for Tyler Technologies, Inc. (file number 8352506), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on March 30, 1990.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 31, 2024.

Jane Nelson
Secretary of State

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	8352506	**Entity Type:**	Foreign For-Profit Corporation
Original Date of Filing:	March 30, 1990	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	17523039208	**FEIN:**	

Name:	Tyler Technologies, Inc.
Address:	5101 Tennyson Parkway Plano, TX 75024 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	N/A

REGISTERED AGENT FILING HISTORY NAMES MANAGEMENT ASSUMED NAMES ASSOCIATED ENTITIES INITIAL ADDRESS

Name	Address	Inactive Date
Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company	211 E. 7th Street, Suite 620 Austin, TX 78701 USA	

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- To place an order for additional information about a filing press the 'Order' button.

Table of Contents

Vendor Information

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 44,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Our Products

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

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

About Tyler Technologies

- Empowering government and schools to create safer, smarter, and more vibrant communities
- Solutions include: ERP, Civic Services, Courts & Justice, Public Safety, Data & Insights, Property & Recording, Health & Human Services, and Schools
- Headquartered in Plano, Texas, with 55 office locations across the U.S., Manila, India,and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1998
- More than 44,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations
- Client retention rate of 98%
- 7,400+ employees

- Annual revenues of $1.95 billion (2023)
- Reinvestment of $109 million into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1 million)

Tyler's Property & Recording Division

Tyler's Property & Recording Division, originally Cole Layer Trumble (CLT), was established in 1938 and remains the country's only national mass appraisal company. The Division has grown to provide property assessment and tax solutions; land and vital records management solutions; and mass appraisal services to state, provincial and local governments. The Property & Recording Division has completed more projects in more states than any other vendor in this industry.

Public Sector Focus

In addition to the Property & Recording Division's 80 years of service, other Tyler Technologies' business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

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

Industry Leadership

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

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: our people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs more than 6,700 individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

Company Recognition

Tyler has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

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

Innovative and Strong

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

Employer of Choice

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

Vendor Business Philosophy

Mission, Vision, and Values

At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents.

Our Mission

We empower the public sector to create smarter, safer, and stronger communities.

Our Vision

A transformed public sector that serves thriving, connected communities

Our Values

Our Tyler values reflect who we are, the work we do, and the relationships we build with our team members, our clients, and our shareholders.

Accountability

We deliver what we promise.

Inclusion

We respect and value each other.

Integrity

We do the right thing.

Community

We stand together.

Focus

We execute with intent.

Growth

We invest in our future.

Short & Long Term Goals

Our vision is to give clients the unprecedented ability to connect data, people, and processes across local governments — transforming operations and leading to synergistic efficiencies, more informed decision making, enhanced transparency, and improved service to constituents. We call this vision Connected Communities.

Currently, Tyler provides local governments with leading software and services to simplify complex operations such as property data and image collection, permitting, tax billing and collections, computer-assisted mass appraisal, and records management, just to name a few. We strive every day to deliver on our Connected Communities vision through the development and integration of our complete solution portfolio. Specifically, in the Appraisal & Tax Division, our growth and development has led our operations to incorporate land and records management capabilities into our current solution landscape. These capabilities, coupled with Tyler's appraisal, tax, and permitting tools, allow clients to take advantage of solutions and services supporting the entire land development lifecycle — from permitting, to deed procurement, to assessment and taxation, and back again. We also have the power to integrate critical third-party data to ensure information is easily accessible and operations run smoothly without the need to jump in and out of different systems.

Our mission is to enable connected communities where local governments function efficiently, effectively, transparently, and responsively on behalf of their constituents — so they may feel engaged and empowered. Tyler is the only company in the industry uniquely positioned to lead and empower our clients to create these types of thriving communities.

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

Support Perspective

Tyler offers a wide variety of services designed to meet all of a client's support needs. The Tyler support staff is knowledgeable and experienced. Each Tyler representative is fully trained on Orion installation, configuration and troubleshooting procedures. Our customer support engineers share their knowledge via an industry-leading call management and problem-reporting system, significantly accelerating case resolution time. Ongoing engineer training ensures consistent, reliable and knowledgeable responses to your questions.

Tyler provides help desk support Monday through Friday from 8:00a.m. to 8:00 p.m. ET, with issue reporting capability 24 hours a day via online support and via telephone reporting. Extended support is available during critical times at a negotiated cost.

Support is provided for a wide range of areas. Support requests can include, but are not limited to, questions regarding configuration and application functionality, "how to" questions, assistance with defects, and assistance with server configuration or performance. While a knowledge base is employed, support has access to other tools, such as Tyler Community, to get clients the answers they need.

Customization Perspective

Prior to Implementation

Tyler works with our clients to conduct a detailed Gap Analysis. The goal is a mutual understanding of how key processes will be accomplished with Enterprise Assessment. Tyler and the client jointly determine if any modifications are needed. Due to the solution's inherent flexibility and configurability, most changes that are needed can be done through configuration changes made by the Implementation Team. For example, modifications such as a custom income approach can be accomplished by simply making configuration updates to the system without developer intervention. However, this is also the time to identify any missing functionality and site-specific reports that need to be identified as deliverables owed to the client. During this phase, Tyler can also identify integrations TAD needs for field data collection, an e-filing portal, or custom process that has been developed by TAD. The Gap analysis discussions also include discussions of current business practices relating to appraisal and tax collection and how these can be accomplished in Tyler's solution.

After the Implementation Phase: Scope Management

For each project Tyler Creates a Scope Management Plan that is included with our overall Implementation Plan. The focus of the Scope Management Plan is on managing the scope of the project as it is defined at the onset of the project/phase and determining when changes are to be considered, how requests are to be processed through the organization, and who is involved in authorizing the change to scope.

This plan documents the scope management approach, roles and responsibilities as they pertain to scope change control. Any project communication which pertains to the project's scope should adhere to the Scope Management Plan.

This plan provides detailed information for each of the following areas:

- Scope Roles and Responsibilities
- Scope Verification
- Scope Control
- Scope Change

Scope Verification

As the project progresses, the Client Project Manager will verify project deliverables and control points against the Project Scope Statement (Build Print and Requirement Traceability Matrix). Once the Client Project Manager verifies that they meet the requirements, the Client Project Manager completes the acceptance of the deliverable/Control Point. This will ensure that project work remains within the scope of the project on a consistent basis throughout the life of the project.

Scope Control

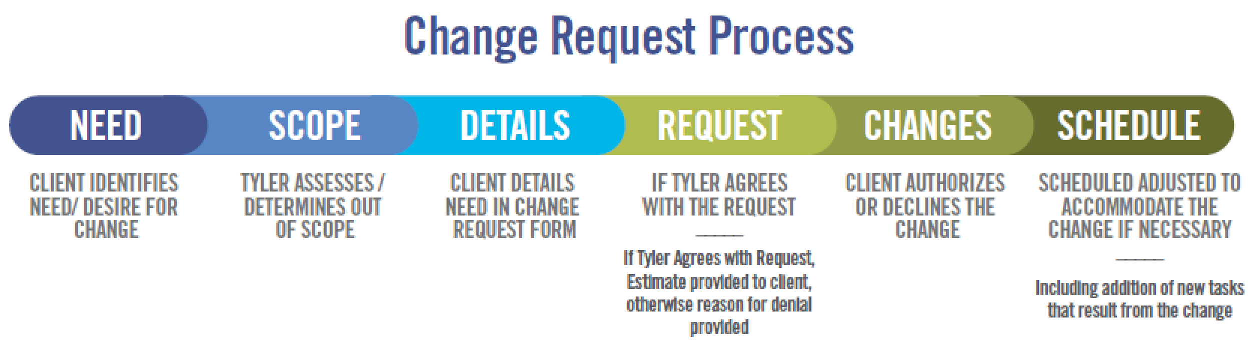
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results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

Scope Change

Should the need for a change to the 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 the County; for example, the County 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 Client, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any change request within ten business days (or other period as mutually agreeable). 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.



Software Enhancement Plan

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a "consumption gap" for our clients.

The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. In these instances, this consumption gap increases, causing the user to fall further and further behind on optimally using the product. Clients facing this situation are no longer benefiting from the full functionality of the product, or from the latest technology enhancements.

In 2015, we launched EverGuide, a Tyler-wide continuous improvement initiative to address these issues. EverGuide is an extension of our evergreen philosophy, and will offer services and consulting to help clients maximize, protect and get the most from their software investment.

Through our EverGuide initiative, we will:

- Help clients better leverage product enhancements
- Provide a workflow planning model for clients to follow
- Provide domain expertise, with defined integration points and common support methodology

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

With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over a long period of time. It's also our hope that this initiative is a catalyst for our clients' organizations to embrace change, commit to training and developing their staff, and fully use the wide ranges of Tyler's service and support offerings available to them.

Staffing Perspective

Tyler actively seeks the best talent to help us develop, implement and support our solutions. Our staff consists of seasoned professionals with unique and proprietary skills and years of industry experience, who are focused into dedicated departments. Our core domain expertise is strengthened by the fact that many of our employees have years of experience working at public sector agencies prior to joining Tyler. These professionals bring a unique perspective to Tyler's mission because they truly understand what our clients need to operate at their best.

We recognize that our ability to hire the best candidates ultimately impacts our clients. We hire exceptional people who will become part of the client's team for the duration of the project. With the right balance of experience, technology and innovation to ensure satisfaction, Tyler empowers our clients with the expertise and tools they require to do business.

Tyler recognizes the value of our employees. In support of them, we provide a stable work environment that fosters collaboration and teamwork, values integrity and enables them to deliver outstanding service to our clients. Our relationship with our staff is one of mutual respect, leading to a high retention rate. In fact, our staff turnover rate is about half of the industry average, which allows us to provide a stable, dedicated team to our clients.

Tyler has an intense full time 12-week training program inclusive of approximately 100 recorded trainings with most including hands on labs that must be completed. Additionally, there are midterm and final tests that are conducted onsite in our Dayton office that the new hires are required to pass to become an implementation consultant. This program was established April 2018 and has successfully launched the Tyler careers of our newest consultants.

Legislative Changes Plan

As part of the ongoing maintenance agreement or SaaS subscription, Tyler provides up to 80 hours per state to address state mandated legislative changes. Changes that require hours in excess of the 80 hours included in the base agreement are spread across all of Tyler's clients within the state, so the burden of the legislative change is born by all clients within the state that require the change. In addition, our in-state staff has an intimate knowledge of the current legislative environment and constantly monitors those changes that may affect our application. They are then able to provide insight in determining the scope of any legislative changes that no other vendor can match.

Vendor Background & Qualifications

Experience on Similar Projects

Tyler Technologies is the largest software company in the nation solely focused on providing integrated software and technology services to the public sector — cities, counties, states, and school districts. Tyler is the leading provider of end-to-end information management solutions and services for ERP/Financial, Courts and Justice, Appraisal and Tax, Records and Documents, Planning, Regulatory and Maintenance, Public Safety, and School Student Management/Financial Systems.

Tyler Technologies Property & Recording Division began serving the appraisal market in 1938 as the Cole Layer Trumble (CLT) Company. During its long history, CLT established itself as a leader in providing appraisal services and led the development of state-of-the-art appraisal technology. CLT began developing computer-assisted mass appraisal (CAMA) software systems in the 1960s. For over 85 years, the division has been successfully providing Appraisal and Tax solutions and services to more than 425 jurisdictions in 49 states. While many appraisal and tax software companies provide solutions that are state or regionally focused, Tyler not only addresses state specific legislative tax code requirements, but also brings you the latest appraisal and tax administration best practices and development trends that only a leading national provider can supply.

History of Tyler's Enterprise Assessment Solution

Tyler's solution was first introduced as a client server application known as the Integrated Assessment System (IAS) in 1989. Since that time, the appraisal and tax software industry has seen many vendors come and go, not being able to meet the demands of the industry and deliver a solution that is easy to use, configurable and consistently evolving. Other vendors have lasted during this period, but only by scrapping the old software and moving on to other technologies causing their clients to re-license new products.

Tyler has continually evolved our solution from that original client-based installation to become the preeminent assessment and property tax solution, later known as iasWorld. Our solution uses the latest technologies including browser-based applications and HTML5, running in an n-tier architecture, and using Microsoft's .NET framework. We have continued to develop the solution through enhancements to the functionality, as well as the technology upon which it resides. We have introduced of web-based features and included field-based data collection/review technologies, electronic document management and eFiling.

In February 2022, Tyler rebranded our product names to be simpler and more descriptive of their functions. iasWorld is now known as Tyler's Enterprise Assessment & Tax. Only the product name has changed. The features and functionality our clients have come to depend on remain the same.

Tyler continues to lead the market with the most functionally relevant and technologically advanced solution on the market. As new technology emerges and new functionality is needed, Tyler commits to bringing these enhancements to our clients as part of their maintenance and support agreement or Software as a Service agreement. Tyler's evergreen development strategy ensures that our clients will never have to purchase another CAMA or tax billing and collection system again.

Vendor Registration

Tyler is authorized to conduct business in the State of Texas. Our Texas Secretary of State registration number is 0008352506.

Manufacturer Affiliation

Tyler Technologies is the original author and developer of the source code of Enterprise Assessment & Tax, the software system offered in this proposal.

Financial Strength

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 41 consecutive quarters of profitability, and a total revenue for 2023 of $1.95 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

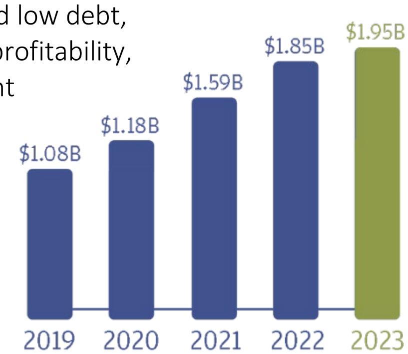


Figure 1: Tyler Revenue

Audited Financial Statements

Please reference the most recent Annual Report included in the **Appendix.** Additional revenue information is also available at https://investors.tylertech.com/financials/annual-reports-and-proxy-statements/default.aspx.

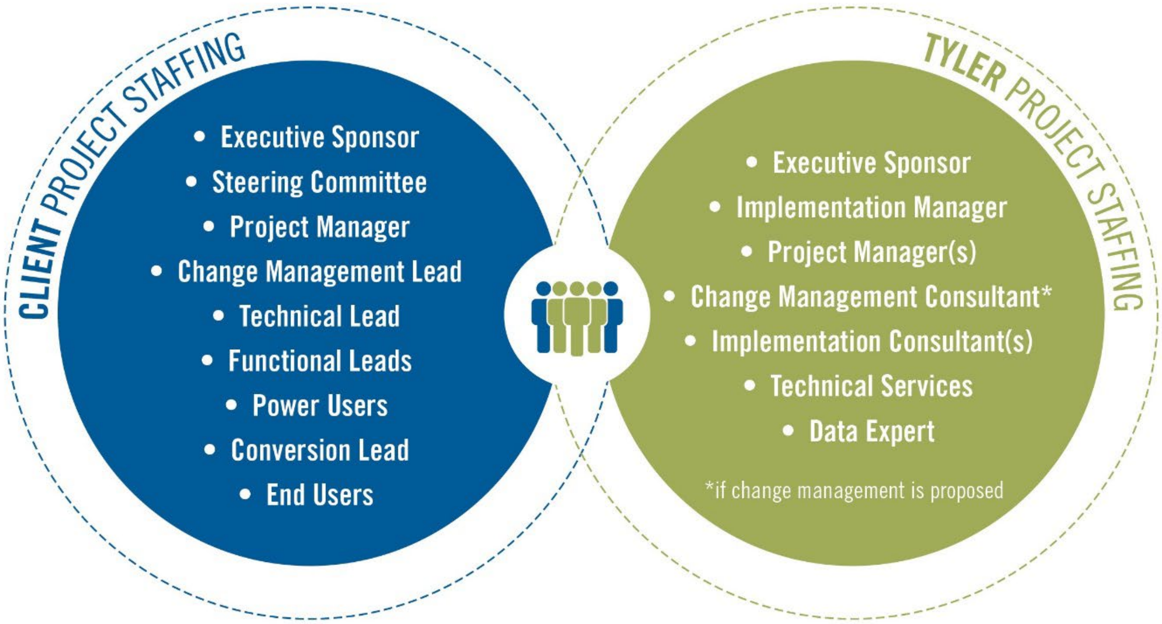
Qualifications of Tyler Staff

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

Tyler recognizes the value of our employees. In support of them, we provide a stable work environment that fosters collaboration and teamwork, values integrity, and enables them to deliver outstanding service to our clients. Our relationship with our staff is one of mutual respect, leading to a high retention rate. In fact, our staff turnover rate is about half of the industry average. With the right balance of experience, technology and innovation to ensure satisfaction, Tyler empowers our clients with the expertise and tools they require to do business.

Project Organization

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



Tyler Project Team

Upon award of contract, Tyler Technologies assigns a Project Manager and quality project team to ensure your implementation success. In reviewing and understanding your goals and requirements, we provide an implementation team best suited to deliver services to achieve your needs. We believe this is an important step in the implementation process and appreciate your patience as we make arrangements for resources to be allocated to your project. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

CONFIDENTIAL AND PROPRIETARY

References & Client Lists

Tyler is proud of our past projects, and we are pleased to offer the following references and client lists. We encourage the CAD to contact our references. Furthermore, we encourage the CAD to contact the references of other vendors to determine their level of satisfaction. We are confident that our client satisfaction is unmatched in this industry.

In addition to the references listed below, we have included two client lists. The first is our Assessment Pro client list. A market we've served since 1982. The second client list is for the proposed solution, Enterprise Assessment. Although Enterprise Assessment is yet to be implemented in Texas, it is implemented in 26 states and used by hundreds of jurisdictions across the country. Our Assessment Pro clients will eventually migrate to Enterprise Assessment.

References

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CONFIDENTIAL AND PROPRIETARY

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Proposed Solution

Tyler's Enterprise Assessment & Tax Solution

Tyler's Enterprise Assessment & Tax is the industry's leading solution for computer assisted mass appraisal (CAMA) and property tax billing and collections. It is the most complete appraisal and tax administration software available today. It streamlines repetitive tasks, increases efficiency, and organizes complex data into useful information. Our solution is designed to give our clients new efficiencies, increased productivity, better workflows, and improved customer service to your citizens. Tyler's solution helps you easily view the information you need when you need it.

Tyler's Enterprise Assessment & Tax product line includes Enterprise Assessment and Enterprise Property Tax, which can be implemented together or separately. This section describes the applications and functionality we are proposing for Tarrant Appraisal District.

Core Modules

Computer Assisted Mass Appraisal (CAMA)

The Computer Assisted Mass Appraisal function provided in Enterprise Assessment maintains the property characteristics from which appraised value estimates are developed. The solution supports three primary approaches to value – cost, sales comparison (regression and comparable sales) and income – using valuation tables and algorithms that offer the best flexibility and ease of use. The market valuation functionality includes constrained regression modeling and market valuation driven by comparable sales. Having this feature as an integral part of the CAMA functionality allows the TAD to work on multiple models while cleaning up sales, without the need to re-extract the sales file to import into a third-party modeling tool. The model building and valuation testing, using different comparable selection criteria, can occur easily over a longer period of time. This allows for better, more refined market models. Tyler's solution supports the classification of properties, land and improvements for the purpose of determining the assessed values used in the calculation of taxes.

Valuation Functionality

The Enterprise Assessment solution is responsible for the maintenance of property characteristics from which appraised value estimates are developed. Tyler's solution provides a multi-year valuation model. Each valuation year can be tied to a set of specific valuation models. This allows for past valuation years to be accessed and value properties as a certain period of time, as opposed to the current set of valuation models. For example, if the current valuation year is 2023, but you want to access and value a property as it was valued in 2019, you can change the valuation year to 2020, access the property characteristics as they existed in 2019 and value the property using the 2020 valuation models.

Cost Approach

Tyler's solution computes cost value estimates using the cost methodology developed by Tyler's Appraisal Service organization. The methodology is based on a more than eighty-year history of providing a wide range of mass appraisal services.

Residential cost valuation in the Enterprise Assessment solution uses a base price for a standard structure with additions and subtractions for variations from that structure. We calculate the costs of additions at a dollar/square foot rate, with functionality to make size adjustments. Additions may also be graded and depreciated separately from the main dwelling. The system also allows users to make adjustments using factors based on neighborhoods and class codes of improvements.

Two cost methods are available for commercial structures, Tyler's methodology and the valuation methodology available from Marshall & Swift through an integration with Marshall & Swift's MVP solution. The commercial structure is viewed, for pricing purposes, as consisting of sections and levels that can be depreciated separately. Each level can have its own story height, construction type, plumbing, heat and more, on which to base its valuation. To this end, the computed RCN, percent good and RCNLD are stored for each level.

[redacted]

Income Capitalization

The Enterprise Assessment income approach allows users to choose between an income model approach and the use of actual income and expense data. The income model approach uses the description of the property laid out in the collection of improvement characteristics for the cost approach as the basis for aggregating areas and units against income and expense models to be applied. This income model approach is a “ProForma” type approach. Use of actuals is implemented by entering income and expense detail developed from owner statements. Statements of actual income and expenses can be used to calculate an income value using several methods, including GRM, GIM, mortgage equity, discounted cash flow, property residuals and direct capitalization. These methods have corresponding review screens for valuation. Several calculation methods are available to compute a final income value. The user compares both the modeled and actual income values and chooses the most appropriate value estimate.

[redacted]

Direct Sales Comparison

Enterprise Assessment selects and determines comparable sales based on user-selected property characteristics and user-assigned selection weights. These comparables are used in conjunction with the MRA model to generate an estimate of the market value of the subject property. The adjustments are typically made based on the MRA coefficients from the model (MRA or SPSS) and are used to value the subject parcel. This estimate can then be correlated with the cost approach on a single field review document known as a comparable sales report.

[redacted]

Sketches

Sketches can be maintained in Enterprise Assessment through an included, interactive, mouse driven utility, which is fully integrated into the CAMA solution. For clients that currently use the APEX sketch package, or wish to start using the Apex sketch package, Enterprise Assessment & Tax also interfaces with Apex.

[redacted]

Assessment Administration (AA)

The Assessment Administration functionality provides transactions for a jurisdiction to maintain the data necessary to track the elements needed for efficient property administration for properties maintained in Enterprise Assessment & Tax. These elements include information regarding ownership, mailing address, legal description, property classification, exemptions, and appraised and/or assessed values. The transactions may include information on real estate or personal property in addition to other type of property, such as manufactured homes and livestock. Assessment Administration transactions also support various business functions associated with the administration of property including the production of the assessment roll, real estate transfer, and property sales. The data elements maintained in the Assessment Administration solution eventually form the core elements consumed in the extension and collection of tax information.

Highlighted Features

Workflow

Tyler's solution offers a powerful workflow environment. Workflows can be configured to manage complex, long running, and highly distributed business processes such as field reviews, appeals, and tax adjustments. Enterprise Assessment & Tax Workflow is an enterprise class solution that can integrate with external systems via web services and upstream and downstream agency systems to facilitate true automated process integration.

End users engaged with workflow manage processes receive work, via Enterprise Assessment & Tax's Activity Center. Started manually or triggered automatically by events or actions in the system, workflow in the Activity Center automates the flow of approvals, notifications and tasks throughout a jurisdiction and provides the tools needed for process management and oversight.

From the Activity Center, managers can assign work and monitor productivity and statuses. End users can be notified of impending tasks via SMTP integration with email systems. With Activity Center, you can:

- Eliminate errors and bottlenecks caused by confusing and unconventional workflows
- Provide increased control over tasks, so no job gets overlooked
- Allow the office to work efficiently by streamlining tasks, saving time and money
- Improve confidence in each task since processes and goals are clear and concise
- Connect to the Field Mobile tablet application where appraisers can download tasks and follow workflow while in the field

The Activity Center also provides the ability to send and track email logs associated with a workflow case or task. The email capability provides functionality that allows for email templates to be saved along with mail-merge type capability for populated standard placeholders (for example, when the email is sent it may replace an '' placeholder with the actual contact name stored for the account). A history of all sent and received email messages can be found in the case message log.

[redacted]

Electronic Document Management

Tyler Content Manager (TCM) is a full-service enterprise content management solution embedded within the Enterprise Assessment & Tax system. TCM includes back-file scanning, indexing and redaction, micrographics conversion, disaster recovery, user searching and retrieval, auditing of documents, and more.

Records management features allow for document version control, full audit trail and restore options, and comprehensive purge management related to your specific retention schedules and suspend requirements. The integrity of your documents is ensured with a valid audit trail, only deleting documents when appropriate.

Tyler Content Manager supports a variety of electronic file formats whether users are dealing with scanned images, word processing documents, or spreadsheets. TCM accepts other electronically received content such as faxes, TIFF images, PDFs, electronic forms, photos, and e-mails. The solution allows all items to be saved in the same location regardless of format. These documents can easily be accessed at the property level within Enterprise Assessment & Tax's property information views (Property Records Management), or data edit screens.

The Tyler Content Manager interface is easy to use and allows for searching within the Enterprise Assessment & Tax system for document retrieval as well as document uploading and amending. TCM supports the creation of separate 'Document Types' whereby documents can be appended with relevant metadata for improved searching and querying. Users can upload documents via web-browser interface or directly into the content manager from any TWAIN scanner. Additionally, TCM provides a Print Driver so that users can print directly into TCM from a variety of external applications. Tyler Content Manager further employs optical character recognition (OCR) for capturing important information within uploaded documents.

Geographic Information System (GIS) Integration

Enterprise Assessment & Tax leverages Esri's ArcGIS Server platform to facilitate GIS integration, including the selection of basemaps and data layers – turning them on and off as required. Any data layers or basemaps, including ortho-photography and historical maps, that are accessible to the solution via REST endpoints will be displayed in Tyler's solution and enabled/disabled as required.

The solution also offers a GIS Event Extension that can be used to accept changes (plats, splits, etc.) made in GIS. It updates CAMA tables from SDE business attribute tables by monitoring feature services. The GIS Event Extension directly queries published services and detects configured changes. A workflow can then be triggered to review these changes, allowing the GIS system to be the 'source of truth' that can be reviewed via Activity Center workflow and/or automatically applied via the Enterprise Assessment & Tax transaction engine.

Tyler further leverages the ArcGIS Server platform to provide real-time publication of CAMA data via ArcGIS Server map and feature services. This allows easy consumption of spatially rendered CAMA data within Tyler's map interface, as well as Esri, or third-party mapping apps running across the organization. Using these map services, users can visualize the data through thematic maps, symbolized event layers, heat maps and other mapping products.

The provided map interface allows users to interactively select one or more parcels, and then view their GIS feature and CAMA data attributes or execute actions against the selection, such as creating and saving named lists of properties. This capability can be used to drive mass updates, define a set of parcels for review, trigger workflows, or create lists for mailings or notices.

In addition to the features described above, the following features are provided in Enterprise Assessment & Tax as part of the GIS integration:

- Seamless view of property attributes by melding CAMA data, parcel maps, Pictometry® aerial images, orthogonal photos and other imagery, sketches and more.
- View, query and select parcels; display CAMA data on thematic map layers; view event locations such as permits and appeals; and display aerial imagery.
- View comparable sales in relation to a subject.
- Verify jurisdiction boundaries and coding.
- Analyze property characteristics by region and neighborhood.
- Validate land pricing schedules.
- Analyze sales ratios geographically prior to state property value study.
- Create, update and display previously generated lists of parcels spatially.
- Create a buffer list of properties based on proximity to a selected parcel.
- Measure distances and areas.
- Print basic maps or download map images for insertion into reports.

[redacted]

Parcel History and Audit Tracking

Enterprise Assessment & Tax automatically records the history of all changes made to property data stored within the system, including assessment, ownership, sketch, and tax history information. When a data change is committed in the system, the user ID that made the change, the date/time of the change, and the specific value(s) that changed are automatically record in the system's history and audit tracking tables.

[redacted]

In the example above, when the text "NEW NAME" was added, Enterprise Assessment recorded the information that was changed (highlighted in red), the user that made the change, and the date / time of the change.

[redacted]

Security

User Authentication

Enterprise Assessment & Tax can be configured to use a third-party user authentication agent (which allows single-sign-on within your network environment) or internal Enterprise Assessment & Tax user authentication.

After authentication, the user ID is given role permissions, and each security role provides access to selected Enterprise Assessment & Tax data and features, and in multi-jurisdiction implementations, to the data in selected jurisdictions.

Access Configuration

Access to Enterprise Assessment & Tax is created with a combination of access permissions and underlying configuration of items, such as data tabs/fields and system features. Permissions are granted to roles and users.

Roles provide access to modules, menu options, pages, functions and even some page-based actions. In addition to providing the security access rights for users, each role can be configured to have specific configurations to the user interface. The user interface configurations include the layout of screens, field labels, tab orders and toolbar functions, which are available on each screen. The solution provides an administrative interface that allows the customer to configure items such as screen layouts (i.e. what fields are on a screen and where they are located), field labels, field lengths, validation checks (i.e. drop down list, required field, range of values) and system security.

Reports and Letters

Enterprise Assessment & Tax includes a vast library of thousands of preformatted, baseline reports. These reports vary from state mandated forms to general information extracts and can be used by the TAD directly, or to form the basis of meeting your specific requirements.

The Enterprise Assessment & Tax solution also includes an embedded ad-hoc feature for effective review of property and economic data maintained in the business layer – Inquire. The Inquire feature provides a user-friendly interface for selecting, organizing, summarizing, and extracting information maintained in Tyler's solution. Within Inquire, each user has a workspace to create and manage folder structures, manage saved queries, and create links to queries that have been shared by other users.

After a query is executed, you can manipulate the resulting data in various ways. You can perform a quick sort on a column by clicking the column header or jump into editing the query data within a transaction. Results can be downloaded in five different formats—HTML, Excel, CSV, TSV, or XML—or saved to a list that can be used by other applications within the Enterprise Assessment & Tax application suite, such as GIS map integration, or the baseline reporting solution.

And finally, the solution supports mail-merge type functionality in multiple areas across the solution. This mail-merge functionality allows users to create templates (in Word) that contain placeholders for existing property related data. When a letter is generated, or an email is sent from the Activity Center, the placeholders are replaced with the actual property data that is stored in the system. Essentially any existing data element for a property can be used in this manner.

Integration

Tyler can facilitate data import and export functionality via several mechanisms. The preferred method is to integrate with other systems using web services. Enterprise Assessment & Tax has standard web service integrations or APIs that have been used to integrate successfully with other modern systems. These APIs can be used for both the real-time extraction of data as well as the processing of information into the Tyler solution.

Enterprise Assessment & Tax includes several integration-layer features:

- REST and SOAP Data Query Services for real-time data queries
- HTTP XML Data transaction service for real-time data updates
- REST DataFeed API for direct third-party injection (enqueing operations) into the business event queues and workflow subsystems, i.e., Activity Center
- Publish & Subscribe, Event-driven architecture that can be adapted to new EDI patterns

Add-on Features

Personal Property

The Personal Property solution provides for the maintenance of personal property information. Types of personal property maintained include business property, utility right of ways, motorized vehicles, boats, airplanes, livestock and other non-real estate property valued by a government entity.

The Personal Property feature includes a main account page (general business information, NAICS code, taxing district, etc.). The account page is linked to ownership information (unlimited number of owners can be associated with the account). The account is then linked to the business assets page (unlimited assets can be entered), the property address, and a total values page that sums the values from the various assets. The main account page includes a field to provide a link to the real property ID where the personal property is located.

Inquiry & Appeals

Inquiry and Appeals maintains the information associated with the scheduling and disposition of properties undergoing the appeal process.

This feature supports the appeal process from start to finish. With Inquire & Appeals you can capture multiple levels of appeals (informal, BOR, etc.), store application information, create and maintain hearing schedules, generate notices and ultimately record decision results and post this information back to the Assessment and/or CAMA pieces. The configurable workflow solution can be used to help route and track an appeal from entering/reviewing the application information, sending to the designated appraiser for review, scheduling the appeal hearing and even sending the appeal to the appropriate staff for recording results and mailing notices.

Tyler's appeal tracking solution includes the ability to schedule and manage appeal hearings. The hearing time management page provides the option for creating schedules for multiple locations and panels within those locations. There is no limit to the number of different locations and panels that are setup within those locations for each day. In addition, you are able to specify hearing start/stop times and build in breaks where no appeals can be scheduled. You can also enter defined hearing time slots/lengths for each schedule.

Once the schedules have been established, the scheduling calendar allows you to schedule the appeals to the available time slots. Filter options for appeal level, location and panel assist in making it easier to determine the availability of the locations and panels. The calendar tool also provides some efficiency tools for scheduling multiple folios or a group of folios at the same time.

[redacted]

Integrated Solutions

Assessment Connect

Assessment Connect is Tyler's solution for generating macro-level reports and tracking key performance indicators for statistics of importance to Assessment & Tax offices. Assessment Connect directly pulls data from the Enterprise Assessment & Tax database and provides an advanced analytics platform that will allow for filtering, drilldowns and exporting of data.

The Assessment Connect tool provides the following features to assist in analysis:

- Advanced data visualization options: explore data visually on instant click-and-display views, including GIS maps, data detail tables, distribution charts and comprehensive statistical measures and moments.
- Real-time, quick, and easy data exploration; isolate individual parcels or distribution chart bars and switch views for different types of analysis. Selections made in one view are highlighted on different views, enabling further exploration of details for individual parcels or parcel groups.
- Data table views: review comprehensive data and sales details about each parcel in the dataset – data details are configurable.
- Statistical distribution views: select attribute/measure combinations to use to analyze the dataset on a graph display.
- Select any bar for a drill-down detail view and change the attribute/measure combination for the detail view to get a different perspective on the selected members.
- Map view; view parcels in the dataset using a map display.
- Bookmark filtered views for quick retrieval.
- Share output via email, within included and embedded visuals in the body of the email.
- Create tolerance measures on each metric so stakeholders can quickly determine how the VO is performing in different statistical measures.
- Create proactive alerts on metrics that will email stakeholders when a change in the metric meets the specified criteria (i.e., COD falls below 20)

[redacted]

Property Access

Property Access is an online gateway to property and tax data. It provides you with the tools you need to extend the access of your Enterprise Assessment & Tax system data to a citizen-facing website. Because there are many degrees of standards and accessibility to public records, you have the flexibility to choose the level of data you want to expose. You can share data on an existing website or, alternatively, build a new or expanded online presence using the inherent, modern tools and content management system functions in Property Access. Property Access provides the following features:

- Add the ability to search and display your assessment and property tax data on a newly built website or on an existing website using today's most current tools — all displayed with your jurisdiction's established look and brand.
- Create modern, data-rich access using modern HTML5 technology that supports today's most current browsers, including Internet Explorer®, Chrome, Firefox™ and Safari.
- Download data files and reports, such as mailing addresses, parcel summary reports, property record cards, assessment notices, tax bills and more.
- Create search forms that allow for single or multiple criteria on real and personal property searches.
- Configure how you want your search results to display for basic property details, building photos and sketches, map book pages, links to other sites using dynamic URLs and more.
- Apply virtually any design theme to your public access site with comprehensive customization capabilities — using existing and new web assets.
- Deploy in a way that best suits your needs today and over the long term — available as a traditional on-premise or cloud-based solution.
- Incorporate and share data from your key systems, such aerial imagery and GIS information, for an easily accessible and interactive online experience.
- Keep content fresh and engaging using the most widely adopted content management system functions.
- Support pass-through payment of fees and taxes using dynamically generated URLs that can be configured to pass pertinent information on to the payment vendor's secure Web site.

SmartFile

The SmartFile solution extends the value of Enterprise Assessment & Tax by allowing for the direct capture of data and electronic attachments from your constituents. This electronic filing solution not only provides an easy and efficient way for taxpayers to communicate with your office, but also greatly reduces the re-entry of paper submissions. Some common examples of information or processes that can leverage this solution are homestead applications, ownership address changes, exemptions, personal property filings, and mailing address change submissions.

Field Mobile

Tyler's solution provides multiple methods for reviewing and collecting information remotely in the field. As a browser-independent solution, you have the capability to take any device (iPad, Droid, Windows tablets or even a laptop, i.e., ToughBook) into the field. Accessing the enterprise application via a browser on a tablet does require a live network connection (i.e., wireless, broadband card or data service plan).

Additionally, we have an integrated solution that is a field specific, Windows app, called Field Mobile. Field Mobile is a powerful tool for collecting, reviewing and updating data. A Windows Store App can run a wide variety of Windows tablets, laptops and hybrids. Field review tasks are initiated and assigned from the Property Review Workflow in Tyler's enterprise solution, then downloaded to Field Mobile by the assigned users for offline use. The data entry forms are highly configurable to provide the information needed while still being easy to use.

Downloaded data includes current sketches and photos. Photos can be captured and associated to parcels right on the device and uploaded back to Enterprise Assessment with the rest of the updates, eliminating any correlation of photos to parcels back in the office. Sketches are available for visual reference, as well as adding or editing. Maps are integrated throughout Field Mobile using Esri's ArcGIS Runtime, providing real time location when GPS is available.

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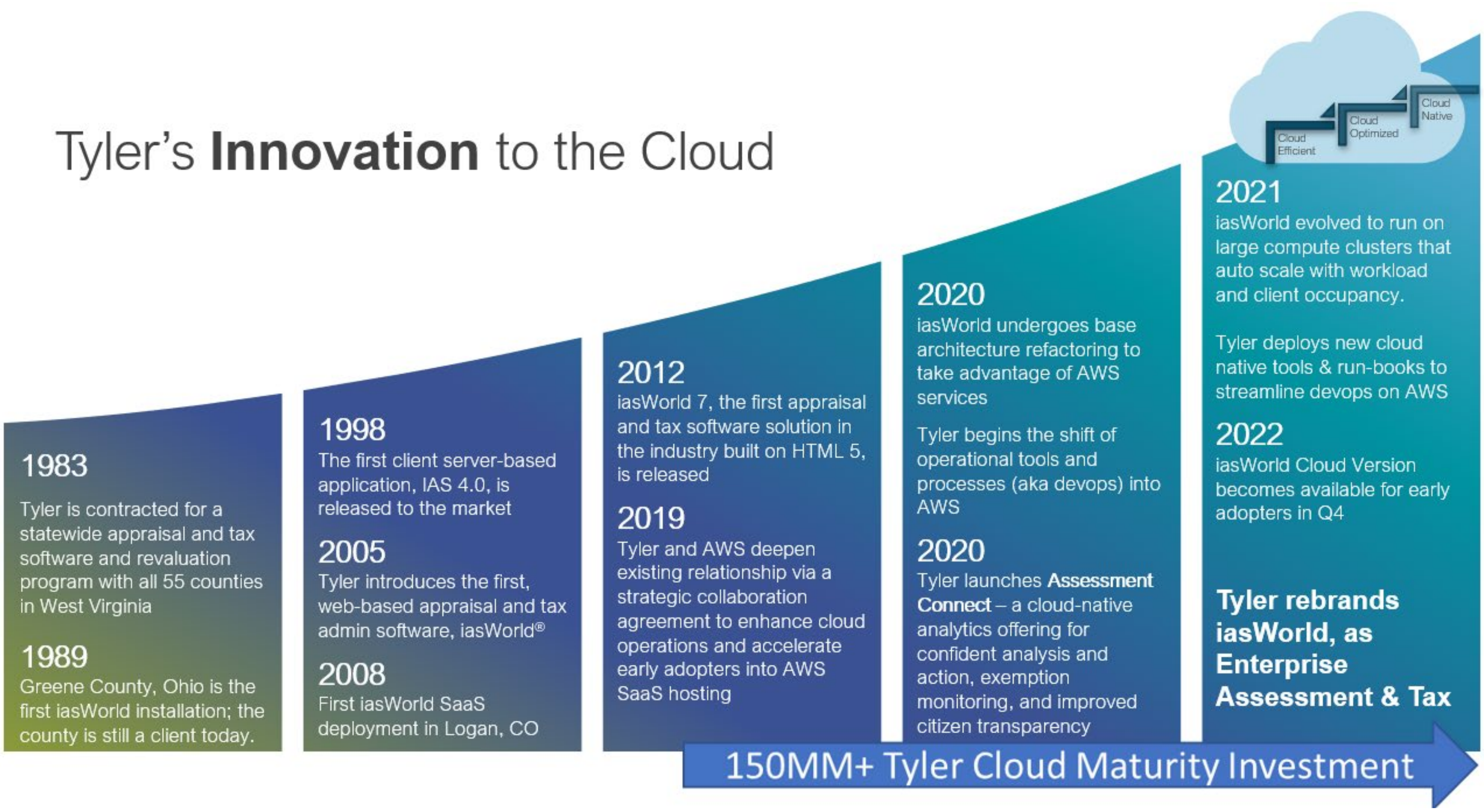
[redacted]

Software Hosting & Technical Environment

Tyler is an industry leader and an ideal long-term partner for Tarrant Appraisal District. The history of our Property and Records (P&R) Division goes as far back as 1938 where we pioneered appraisal and tax assessment processes and calculations. We subsequently developed some of the earliest approaches to using computers and software to streamline the property tax administration process with MAS and OASIS systems in the early 1970's. As technology evolved from IBM Mainframe-, Proprietary Unix-, and through to Windows-based systems, Tyler migrated its clients and its solutions through the steep costs and as a benefit buffered their clients from the high-risk evolution of these underlying technology landscape changes. This allowed clients to focus on the business of government and their constituents.



Enterprise Assessment & Tax was introduced in 2005 as iasWorld and was the first browser-based appraisal and tax product in the marketplace. Since 2005, Tyler has continued to evolve the solution to keep current with emerging technologies and continues to focus on improved efficiencies within the assessment and tax offices.

Tyler offered the industry's first fully integrated property tax solution in a SaaS hosting model in 2008. Tyler used over a decade of SaaS operational experience with thousands of clients in Tyler data centers, in conjunction with AWS expertise and best practices, to architect and manage the Tyler journey to a built-for-the-cloud product portfolio. The journey also has involved large scale organizational change which blanket all the Tyler SaaS offerings with the mission critical operational excellence needed to drive client value through true cloud products.

The cloud era drastically increases the opportunity for Tyler to further buffer risk of technical change from impacting client operations all while accelerating and increasing functional value delivery. It also shifts our product management to be more laser focused on user experience, more evolutionary, and more controlled in the approaches we take with technical change.

Other vendor products that are comprised of older software with non-cloud architectures means that those solutions will have a shorter lifespan and deliver less business benefits. It also may indicate other vendors are technically or financially not able to update their product through the technical change to be a sustainable solution, which is a concerning risk in today's landscape. It has been Tyler's strategy for many years to continuously invest to avoid the large build-up of code or technical debt and its risk burden. The history of the industry is one in which many niche vendors that were once popular could not surmount the vast amount of technical debt they accumulated.

Enterprise Assessment & Tax's journey to become a true cloud product has been done through a multi-year program of best-in-class engineering. During that program, the Tyler n-tier layer web architecture, with dedicated servers for each SaaS hosting customer, was replaced with a "clustered architecture" that shares and distributes "computing resources" across groups of hosted customers (multi-tenant). Rather than using larger servers that can support the max computing workload at any one time or for any one client, many smaller sized servers are arranged in "dynamically sizeable" clusters which add or remove new computing resource on demand as needed (horizontally scalable). Within these clusters are automated security and recovery procedures; process level failures can and do occur in clusters but unlike non-cloud products where manual IT intervention is needed, failures in built-for-the-cloud products don't bring down the entire application and auto-recovery is built-in by design (resiliency). The clusters manage those types of adverse events; the partitioning of clusters into groups is auto-managed such that if one cluster group (availability zone) goes offline, the workload shifts to the other zones, again without manual IT intervention.

Built-for-the-cloud products, such as Tyler's solution, decompose the monolithic application into smaller parts and pieces that can be updated and redeployed independently of each other. This means that one part of the system can most often be updated to a new version of code, while leaving the other parts of the system untouched and, in many cases, running and unaware. The separable deployment doctrine increases system reliability and is often a good leading indicator if a product is a true cloud product or not.

With older software or software that is not true cloud, a single database is used by all subsystems of the application. This is another good indicator to observe since with modern cloud products, it is very common to use the right database type for the task at hand to keep things focused and single purpose. As an example, Enterprise Assessment & Tax uses Oracle for core business logic that is generally more stable, workflow specific database stores and logic for more dynamic business logic, analytics datastores for interactive analysis, and key-value stores for various types of configuration data. Often these database services are managed by the AWS cloud and in the case of Enterprise Assessment & Tax, all databases are AWS-cloud-managed database services. This improves both the security and reliability of the database since the human DBA element is removed from the daily operations and nearly all database activities are managed through automation.

The business practices around cloud products are different than around products that are not designed for the cloud. Cloud focused SaaS firms like Tyler use a highly curated and refined set of development and operational practices (devops and run-books) that, like the cloud SaaS products themselves, are rooted in cloud-native supporting applications to enable all technical workflow. These tools allow teams to make changes to software and within minutes of those changes, have those product parts updated, automated testing applied to them, and then, if successful, automatically queued up for release into various clusters based on the deployment configurations and models being used.

Backed by the strength of our business financials, our product investment strategy and our commitment to heightened operational excellence will continue to be more aggressive than any in the industry. This commitment is rooted in our culture to serve those that serve. Our Property & Recording Division is dedicated to simplifying and innovating the tax administration process for our clients and their constituents.

Solution Architecture

The Enterprise Assessment & Tax solution uses the most advanced, efficient, and cloud optimized architecture available today in the marketplace and provides dynamic autonomic scalability for application services to deliver best in class performance, cost, and operational customer experiences.

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Tyler's solution is a fully integrated Mass Appraisal and Assessment Administration product *with all batteries included*. There is no need for complex third-party integration or high-risk multiple vendor contract and implementation arrangements.

The solution brings a comprehensive functional architecture wrapped around a unified property data information architecture. This is core to rapidly enable the modern digitized assessment and tax agency to leverage advanced business process optimization techniques and to deploy, as well as continuously refine, event-driven real-time workflow business practices.

Tyler's integrated information architecture allows for easy search, navigation, access, editing and reporting of all parcel data and linked information from all business solution areas. Additionally, the *batteries included solution architecture* provides unparalleled bi-directional integration with GIS and mobile solutions as well as a *unique in industry* Extension module and standard application APIs that enable sharing of events and data with existing County systems using low and, in common patterned cases, no code approaches.

The Enterprise Assessment & Tax functional architecture provide the following benefits:

- Real-time valuations, what-if analysis, e-filing, & public access
- Faster online transaction processing – less data warehouse shipping, post-processing, and satellite/add on systems
- IAAO standard covering valuation algorithms
- Flexible and metadata-based assessment and tax calculation engines
- Declarative graphical and rule-based workflow engine
- Integrated & standard reporting
- Report against production – including analytic scenarios and workflow / process performance management
- Integrated GIS, Workflow, Sketch and Mobile modules and related automation capabilities

Enterprise Assessment & Tax's functional and information architectures are immensely configurable and allow agencies dynamic and empowered hands-on control to incrementally improve and drive themselves through the process maturity and capability curves demanded by today's local government administrators, stakeholders, and public at large constituents.

Software as a Service (SaaS)

We are proposing to host the Tyler solution through Software as a Service (SaaS). There are no server acquisition, upgrade, or maintenance issues. No specialized skills are required such as UNIX, or NT Server administration. It establishes a flat fee, for which it is easy to budget and plan.

Features

- System Administration: Tyler performs daily administrative tasks. We address the installation, upgrade, support and file maintenance of the Tyler software and database servers, operating system, database and application files.
- Security Administration: Tyler provides secure data transmission paths from each client workstation to the servers. We administer user IDs, passwords, and application access rights for the VPN (Virtual Private Network) and the Tyler solution, with the client's final approval.
- Hardware Performance Maintenance: Tyler supplies and maintains all necessary hardware required to provide workstation access to the solution application at standard industry

performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.

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

Benefits

- Easy Budgeting: The lease is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Leasing dramatically lowers initial costs. It provides a consistent quarterly or annual fee that can be easily budgeted for the duration of the agreement.
- No Secondary Operational Fees: No additional fees, such as maintenance and support are required.
- IT Management Reports: Tyler's monthly management reports containing detailed information regarding access, usage, performance and availability for all hosted applications.

Hosting with Amazon Web Services

AWS Overview

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. Amazon then embarked on a much broader mission of serving a new customer segment—developers and businesses—with web services customers can use to build sophisticated, scalable applications. Today, Amazon Web Services, Inc. (AWS) is the world's most comprehensive and broadly adopted cloud platform.

Since their inception in 2006, AWS has been an innovator in cloud computing, making over 200 services available to customers. AWS reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. They also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Their continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

State and Local Governments

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

- Health and human services (HHS) agencies can use big data analytics and machine learning on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.

- Justice and public safety customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- Digital government solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- Elections administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create data lakes to connect disparate homeless management information system data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.

AWS Data Centers

Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent auditor validates the presence and operation of controls as part of their System and Organization Controls (SOC 1) Type 2 report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the SOC 1 Type 2 report.

Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some frequently asked questions about AWS data center security.

- Physical and Environmental Security – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business

need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- Fire Detection and Suppression – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- Power – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- Climate and Temperature – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- Physical Plant Management – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.
- Storage Device Decommissioning – As part of AWS's storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

Ownership of Data

The client always retains ownership of their data and images. Tools are provided in Tyler Software allowing a client with correct security to extract all data and images without assistance from Tyler. Please see Sample Terms & Conditions for details.

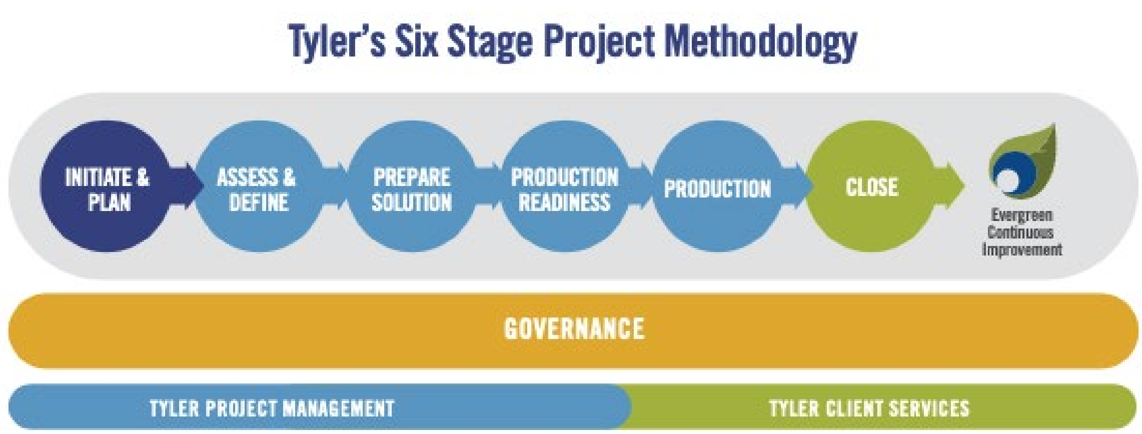
Implementation

Tyler's implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 40,000 public sector implementation projects. Tyler's methodology is based on three vital foundations:

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

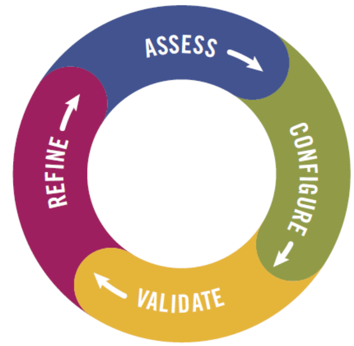
Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a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

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



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

Iterative Project Model



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

Installation and Conversion

Tyler's trained personnel perform and guide all aspects of an implementation. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes. Our implementation process also emphasizes the importance of cultural change management. This is how we guide you through the changes that accompany implementation of a new system and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. The proof of our approach is in the outcome — a successful implementation. The Tarrant CAD project will be appropriately staffed and will include an experienced project manager to oversee and manage the project. The Project Manager for Tyler and Tarrant CAD will mutually agree on the onsite schedule throughout the duration of the project based on the teams schedules and the most effective use of resources. Tyler highly recommends regular onsite visits throughout the duration of the project and most importantly during train the trainer, User Acceptance testing, and Production go live. The Tyler Project manager will also coordinate the overall project schedule and create a mutually agreeable Parallel testing plan and Production cutover plan. These plans will leverage Tyler's extensive experience and best practices.

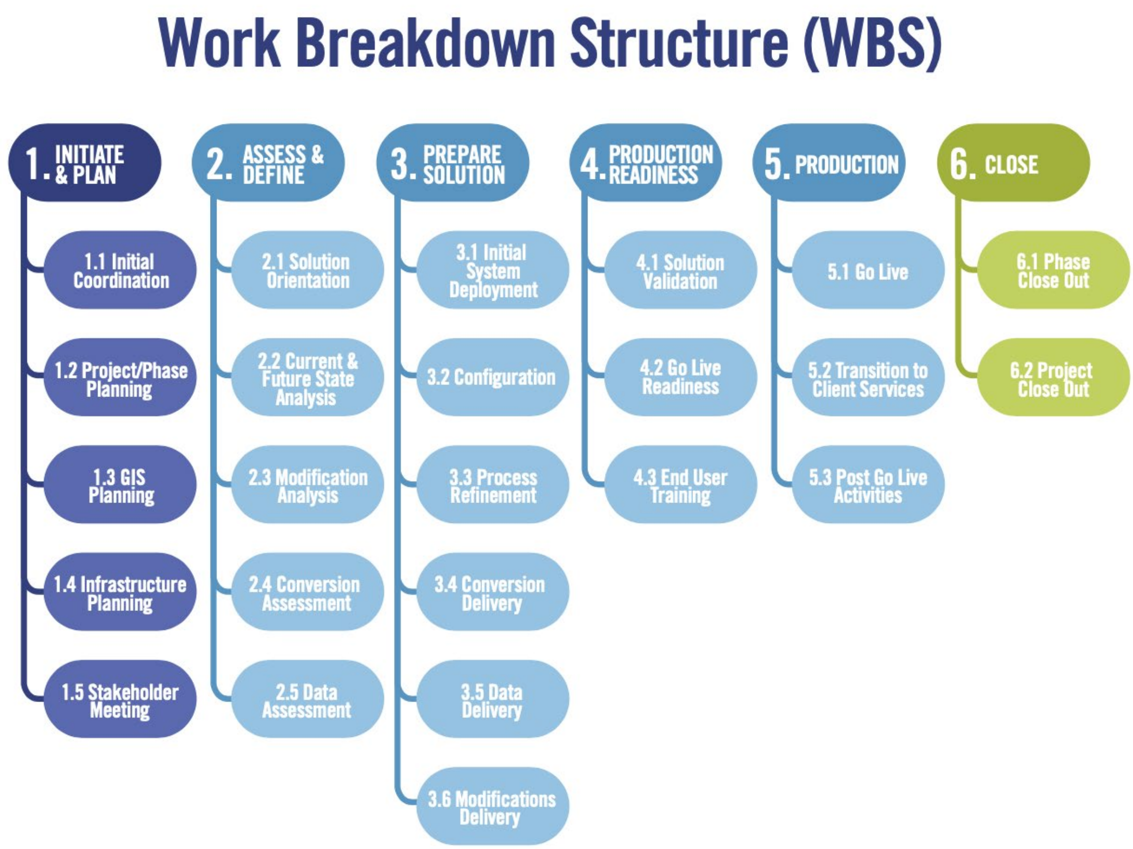
During the data migration, Tarrant CAD will be responsible for providing the data in a standard repeatable format. The Tyler team will consume this and create data mapping and conversion scripts to migrate the data to the Enterprise Assessment & Tax application. Tyler will leverage our best practices and automated conversion tools to ensure a smooth migration. Tarrant CAD will be responsible for answering questions, providing information regarding the data structure, and final testing and validation of the migrated data.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage. Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully use Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

As the Enterprise Assessment & Tax application is hosted in AWS, the installation of the application will be Tyler responsibility. Tarrant CAD will be responsible for any 3rd party needs as well as individual workstation setups (may include field mobile equipment). The experience Tyler team will provide support and requirements for each of these setups.

Work Breakdown Structure

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



Stage 1: Initiate & Plan

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

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

The Initiate and Plan stage concludes with a high-level project schedule Stakeholder Meeting with all your key project stakeholders.

Stage 2: Assess & Define

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

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

Stage 3: Prepare Solution

Based on the requirements learned during the Assess & Define stage, Tyler's Project Team resources build a solution to fit the needs of the client. During the build portion of this stage, Tyler is configuring the solution, converting legacy data, creating forms and reports, developing functionality to the core product, and coding data exchanges to third-party solutions. Upon completion of the built solution, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during this stage. Your project staff validate the system design, converted data, standard third-party data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

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

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

Stage 4: Production Readiness

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

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

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

Stage 5: Production

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

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

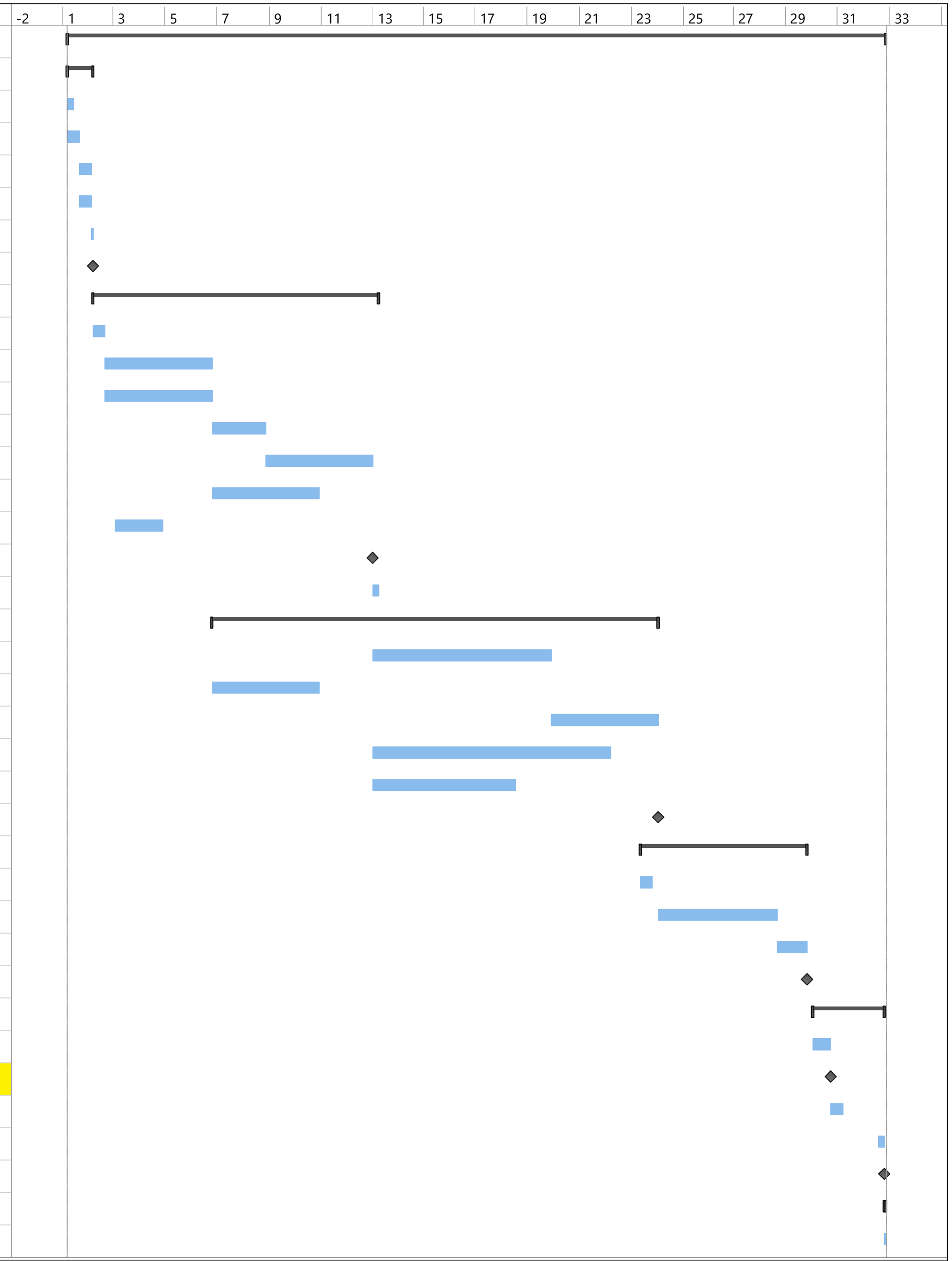
Stage 6: Close

The final stage of implementation, Close, is to complete the Transition Out documentation and bring a formal closure to the project phases or to the whole Tyler implementation if no additional phases are required. Through a formal project closeout meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project closeout meeting may include such topics as lessons learned, a review of accomplishments, and final acceptance of the project work completed.

Proposed Project Schedule

Our preliminary project schedule is included on the following page. This is a sample project timeline. The schedule for the TAD will be determined during the Assess and Define stage of the project.

ID	Task Name	Duration
1	**CAMA/AA/Tax**	**689 days**
2	**Stage 1: Initiate & Plan**	**22 days**
3	Tyler internal coordination & project planning	5 days
4	System Infrastructure Planning	10 days
5	Project Planning	10 days
6	Build Project Schedule	10 days
7	Stakeholder Presentation	2 days
8	Control Point 1: Plan & Initiate stage acceptance	0 days
9	**Stage 2: Assess & Define**	**240 days**
10	Fundamentals review	10 days
11	Current/future state analysis	90 days
12	Data conversion planning & mapping	90 days
13	Standard 3rd-party data exchange planning	45 days
14	Customization analysis & specification, if contracted	90 days
15	Forms & reports planning	90 days
16	System deployment	40 days
17	Control point 2: Assess & Define stage acceptance	0 days
18	**Reasses project schedule following Assess and Define**	5 days
19	**Stage 3: Prepare Solution**	**375 days**
20	Configuration and power user training	150 days
21	Data conversion & validation	90 days
22	Standard 3rd-party data exchange validation	90 days
23	Customization delivery & validation, if contracted	200 days
24	Forms & reports validation, as applicable	120 days
25	Control point 3: Build & Validate stage acceptance	0 days
26	**Stage 4: Production Readiness**	**140 days**
27	Cutover planning	10 days
28	User Acceptance Testing (UAT)	100 days
29	End User Training	25 days
30	Control point 4: Final Testing & Training stage acceptance	0 days
31	**Stage 5: Production Cutover**	**60 days**
32	Final data conversion	15 days
33	**Go Live in Production**	**0 days**
34	Production processing & assistance	10 days
35	Transition to Tyler Support	5 days
36	Control point 5: Production cutover stage acceptance	0 days
37	**Stage 6: Close**	**2 days**
38	Close phase/project	2 days



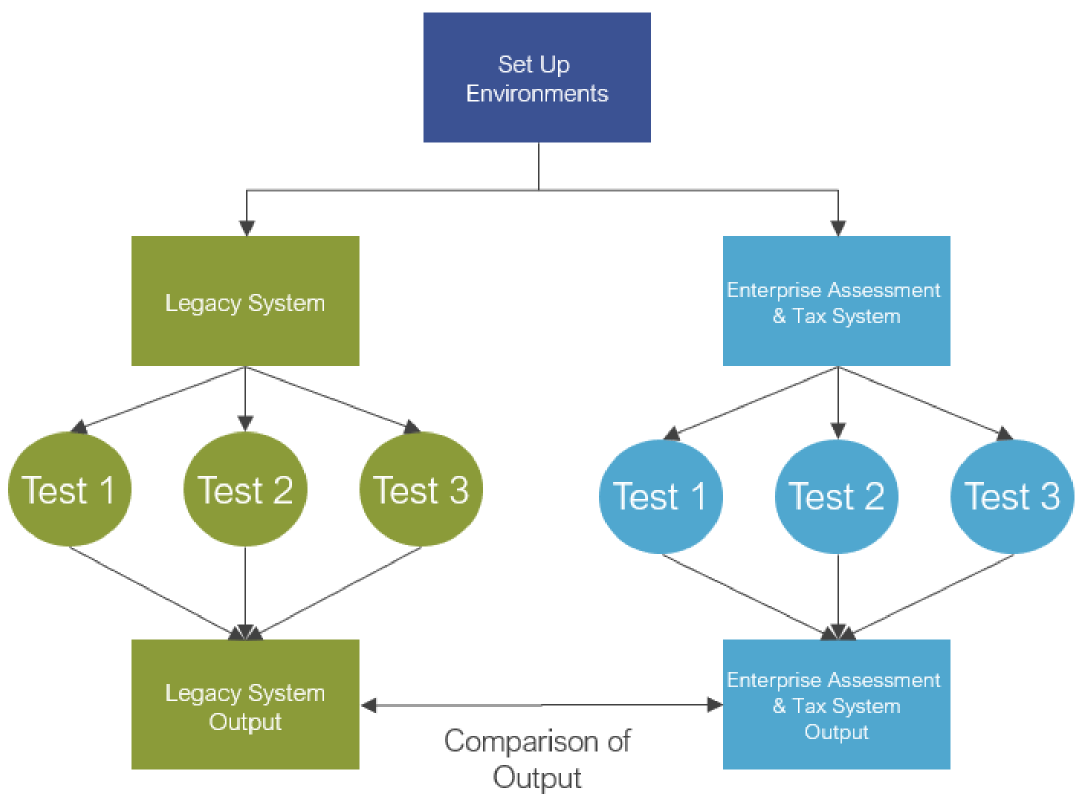
Tarrant Appraisal District, TX
Enterprise Assessment
June 2024

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Parallel Operation

Parallel testing is a method for transferring between the County's current legacy system to Enterprise Assessment & Tax. To reduce risk, the old and new system run simultaneously for some period after which, if the criteria for the new system are met, the old system is disabled. This type of testing will also ensure that the newer version, Enterprise Assessment & Tax is more efficient than the legacy system. Parallel testing will help eliminate risk, but it may also increase demand for resources since both systems are being tested at the same time.

Tyler Technologies' s philosophy for parallel testing is focused on the utilization of test scripts that have been completed as part of the implementation process. The test scripts are performed in each environment. Results from each test script are reviewed and validated. This becomes an iterative process to test, review results, identify bugs, make changes if necessary to the software or the business process and start the process again. This will continue until all test scripts have been executed and successfully completed. It will be important to set up some specific metrics that are based on identifying the bugs during the parallel testing and prioritization based on testing cycles. Determining how many cycles will be required for the parallel testing phase will also be critical to determining how parallel testing will fit in with the project schedule.



Parallel testing will give the County testers/user's an opportunity to become more familiar with Enterprise Assessment & Tax. This will also provide an opportunity to adjust business processes as necessary based on functionality available in Enterprise Assessment & Tax.

Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

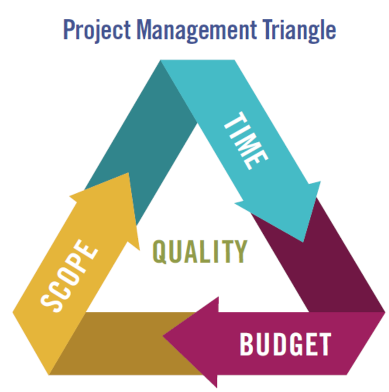
The purpose of this task is to transition TAD's data from your source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

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

Data Conversion Standards & Responsibilities

While Tyler's data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

Tyler Project Management



Tyler follows the standard Project Management governance principles that contend 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.

Communication Management

Tyler understands the importance of having current, accurate, easily accessible during an Implementation Project. As part of Implementation, each new Tyler client will be provided a Project SharePoint Web site. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project. Tools of the site will include: Documents & Links; Announcements; Calendar; Project Task List; Issues & Action Items; Project Schedule; Modifications& Enhancements; Versioning; Client Alerts.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the site will be maintained by Tyler's assigned Support Account Manager for the first year of live processing.

Resource Management

Tyler will assign a Project Manager and Technical Implementation Analysts to the TAD. The Implementation Analysts will conduct the Assess and Define, setup the system, write specifications for modifications, test the modifications, and train the TAD. Tyler keeps analysts consistent during the implementation so they will learn your process and be able to train you effectively. The TAD will be expected to provide SME(s) to help in the Gap/Fit, data proofing, testing, sign off of modifications, and acceptance testing. TAD IT will be required to pull or provide data to convert and system resources for an on premise solution.

Scope Management

Changes in scope are a risk for any software implementation. Tyler typically allows some wiggle room in the schedule to accommodate some minor scope changes. We first attempt to mitigate increases in scope through setups and configuration. Often, minor changes can be accommodated without additional development cycles or changes to the schedule or project hours. If a scope change is significant, the Tyler PM will follow the Scope Management Protocol and advise the TAD of the best options available.

Schedule Management

Schedule is typically managed as part of Risk Management. Tyler will closely manage the Go Live date and any critical path deliverables on both the Tyler and TAD side.

Project Risks and Mitigation

As with any major project, there are risks both large and small inherent to implementing a new software system. That is why you need experts to guide you through the process from start to finish. Tyler has been delivering services and solutions to the public sector since 1938. Our vast experience and adherence to the industry-leading Project Management Institute (PMI) approach to project management give Tyler the knowledge to measure risk and to implement procedures that mitigate and minimize risk to our clients.

During the planning stage of the project, potential risks and mitigation techniques are discussed to limit impact in a successful project. The largest project risks inherent with a software implementation of this size are in the adoption of change and the follow through on meeting your stated goals. In every project, there are people and departments that are resistant to the change needed to fully use a new system. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by communicating management's commitment to the project, establishing clear internal expectations for the staff, supporting change management efforts, enforcing changed business practices and holding resources accountable for completion of tasks necessary for project deadlines. Implementing a new software solution is a commitment that requires full buy-in from all levels and properly allocated resources for both time and effort. Ensuring that tasks are monitored and prioritized accordingly helps ensure a successful, on-time project completion.

The best way to minimize any risk and maximize the benefits of a Tyler implementation is to communicate and document decisions as thoroughly as possible during the planning stage of the project. A Risk Management Plan, Communication Management Plan, Change Management Plan, and Risk Register will all be part of the overall Project Plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk that each brings and describe what to do in the case of a risk impacting the project and how to compensate for that change. Communication and planning can help to prepare for risks and minimize the impact they have on the overall implementation.

Organizational Change Management

Public sector organizations of all sizes find it challenging to adopt new approaches and processes even when given the opportunity to do so through the implementation of a new software system. To realize the benefits our software can provide to our clients, it is necessary to adopt business practices and approaches that leverage the features and tools provided by Tyler. It is only through enterprise-wide adoption of new technology, processes and business practices, that the biggest improvements to key areas such as efficiency, data access and cost savings are realized as an organization. Organizational change management practices and principals are designed to help our clients through the change process, achieving a higher level of adoption and reaping the benefits of changes required by the implementation of a new software system.

Tyler's Project Managers assist during the implementation process with the human side of change. Effective communication is one of the core components of change management: identifying who to communicate with, the proper communication methods and determining the timing, tone and content of the messaging. A communication plan encompassing these critical decisions will be updated during the planning stage of the project by both project teams. Tyler believes that for your project to be successful, change management must be sponsored from top down in your organization, because it requires a high level of adoption of desired changes. In addition, leveraging our extensive past experience, our project team will do everything possible to advise you in this process throughout implementation.

As a company, we embrace the following principles and we assist our clients in their efforts to achieve these principles.

- Start to Finish: Change management must begin early on, and extend through and beyond the transition to the new system. Creating ownership early on is absolutely essential to a successful implementation.

- Integrated and Holistic Approach: Change management strategies must be integrated into overall project management and not treated as a separate and distinct effort. Additionally, since most agencies are experiencing multiple changes at any given time during the project, change strategies and efforts should be managed in a holistic way.
- Collaborate and Leverage Strengths, Experience: Working collaboratively ensures that the implementation process leverages internal capabilities, organizational knowledge and relationships. Moreover, collaboration and engagement are essential to building support, establishing ownership and gaining buy-in from all affected users.
- Engage and Rely Upon Key Stakeholders: Identifying and empowering representatives from primary stakeholder groups is fundamental to an effective change program, allowing the project team to obtain critical feedback on your needs and change acceptance at key milestones.
- Build on Established Change Methodology: Tyler helps you build on your established change methodology, if and where it exists, advising you on practices we have seen as effective in other projects similar to yours. Our intent is to supplement and strengthen it where possible.
- Create Frameworks and Build Capability: The most successful projects are those that build lasting capability within the organization, allowing internal resources to support and engender lasting change.

Tyler Testing Plan

A Quality Management / Testing Plan establishes processes and activities to ensure that project objectives outlined within the Implementation Management Plan are successfully implemented. The Quality Management / Testing Plan addresses both the project and the product, meaning that tests are conducted at appropriate times throughout the project and that they test different facets of the product as the future-state system evolves. The tests examine all of the implemented functions and processes to ensure that the goals and requirements for the project are fully satisfied.

Purpose

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

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

Methodology

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

Overview

System Infrastructure Audit

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

Conversion Validation and Testing

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

Data Exchange Testing

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

System Design Validation

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

Forms and Report Testing

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

User Acceptance Testing (UAT)

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

The Benefits of Testing

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

- The infrastructure of hardware and network design is thoroughly tested

- Customizations and exchanges are fully integrated into the product
- A managed issues list is fully quantified

Software Environments

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

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

Measurement and Tracking

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

Tyler requires a final sign-off prior to going live on any product. This sign-off document will outline the status of any remaining open issues related to the product, confirming the issue status and the associated priority code. Your project team and the Tyler project team will review all items and make a decision as to the ability to begin live processing. The sign-off will signify the end of the system test stage for the product. The decision to delay live processing should not be based on issues whose status is a priority 2 or 3, defined as follows:

- Priority 1 Critical Issue: Cannot proceed without correction
- Priority 2 High Issue: Can proceed but needs correction before go-live
- Priority 3 Medium Issue: Can proceed with live processing but fix needs to be delivered to comply with project goals
- Priority 4 Low Priority Issue: Can proceed with go-live, new desired functionality

Testing Conclusion

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

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

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

Training

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

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

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

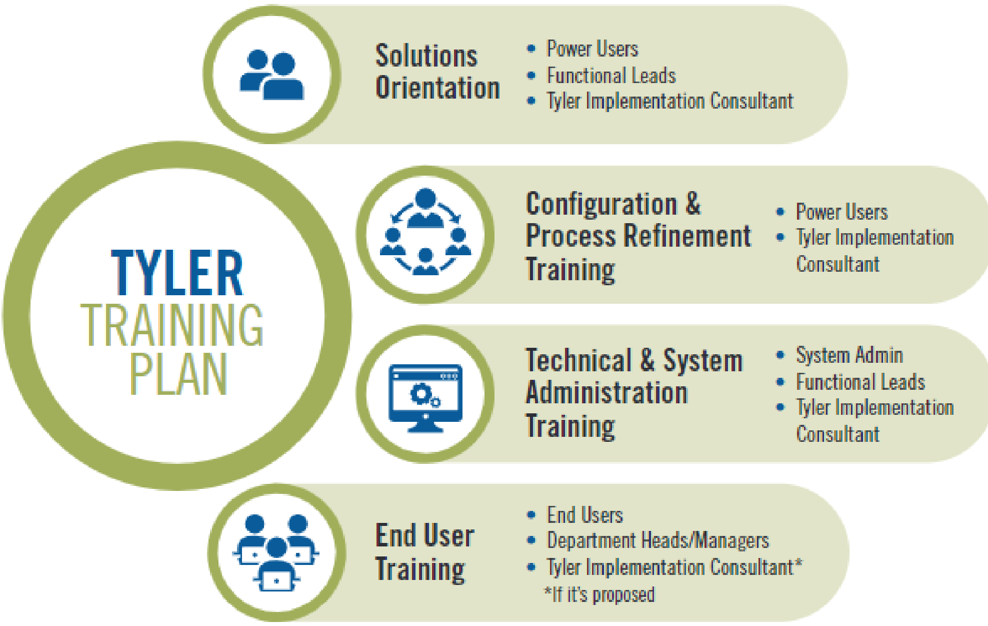
Training Methodology

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

Purpose

The purpose of the Tyler's training is to:

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



Solutions Orientation

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

Goals

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

Configuration and Power User Training

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

Technical and System Administration Training

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

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

End User Training

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

Train the Trainer

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

The benefits to the Train the Trainer approach include:

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

Scheduling and Attendance

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

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

Responsibilities

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

Additional Training Resources

State User Groups

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

Online Resources

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

Tyler Connect

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

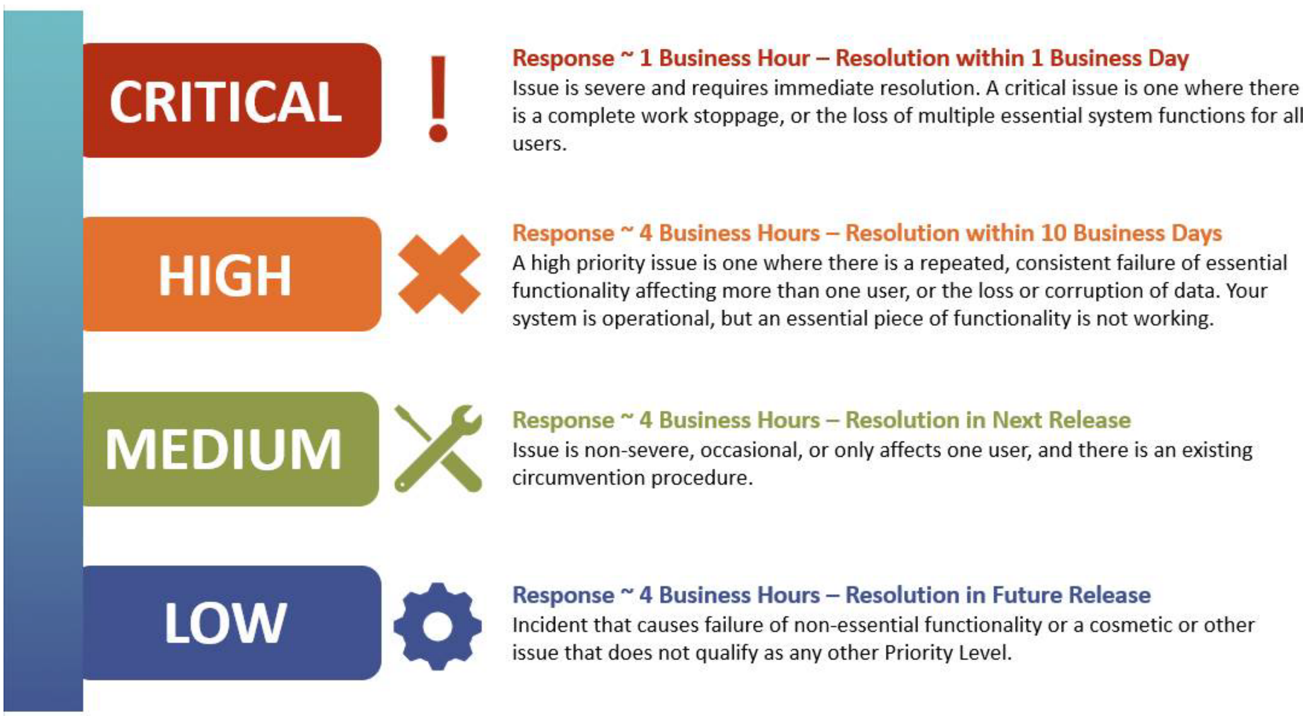
Post Implementation Support

The TAD will receive an annual right to use, non-exclusive, non-transferrable subscription to use Tyler's software products solely in the conduct of the business of the TAD. There is no limitation to the number of users that the TAD can have access the application.

Technical Support

Once the TAD transitions into a support status, Tyler assigns a Client Manager who will serve as the TAD's primary point of contact on all support related issues. Tyler offers unlimited help desk support staffed by client managers under the Tyler maintenance program. Help desk support can be used to troubleshoot an issue, provide guidance on how to run a process, and give general help on issues an end user may be having. The TAD can submit reports on bugs or requests for modifications through the help desk as well.

Tyler offers one base level of maintenance and support services to all of our clients. We feel it is important to treat all of our clients in a similar manner and to respond to each client's issues as they are received. Tyler categorizes calls to the help desk after consultation with the Client Manager and the TAD. Each call is assigned a priority according to the following:



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

Tyler's help desk is staffed from 8 am – 8 pm ET Monday through Friday. If the TAD knows of an upcoming time when help desk staff may be needed in off-hours, accommodations can be made to staff the help desk for additional time.

All calls not immediately answered in the help desk that are received during normal operating hours are returned within 1 hour, often less. The help desk assigns a ticket number to reported issues and routes them to the appropriate business analyst for resolution. Any errors that are discovered will be addressed within the timeframe agreed upon by the TAD and Tyler and will be resolved via a hot patch distribution under the weekly release program.

Tyler management reviews weekly incidents reported to the help desk and the response times. Incidents that are tracking beyond typical response times are escalated to management at that time.

In addition to the telephone support, Tyler also offers its clients access to the Tyler Community online portal, which is an online peer-to-peer community that is user-driven and is available 24/7/365. The Tyler Community can be used as a business tool to find answers to product questions or to share best practices. It is a secure, private, on-line community engine bringing people together to solve problems.

Software Enhancements and Updates: Evergreen and EverGuide

Software enhancements are generally initiated from one of the following sources: user group enhancements, general client requests, internal initiatives or project related enhancements. Each year the Tyler user community submits a list of enhancements that they would like added to the system. The top 10 enhancements, as voted upon by the user community, are then added to the system for the next product release. Additionally, our product development group tracks individual user requests from clients and internal support/implementation representatives and frequently adds those requests based on factors such as multiple requests for the same improvement, effort required to implement the change and alignment with the Tyler product strategy. Finally, there are strategic enhancements that are related to future product direction and technology changes. Tyler announces all new modifications through release notes, product webinars, newsletters and Tyler's annual Connect conference.

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a "consumption gap" for our clients.

The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. In these instances, this consumption gap increases, causing the user to fall further and further behind on optimally using the product. Clients facing this situation are no longer benefiting from the full functionality of the product, or from the latest technology enhancements.

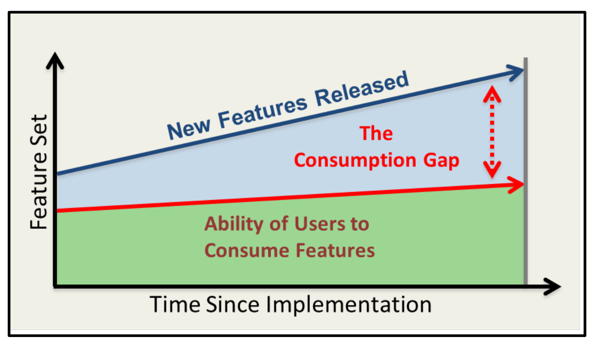


Figure 20: The realities of a busy office environment can lead to a consumption gap

To address these issues, we launched EverGuide, a Tyler-wide continuous improvement initiative. EverGuide is the natural next step of our evergreen philosophy, and includes services and consulting to help clients maximize, protect and get the most from their software investment.

Through our EverGuide initiative, we will:

- **Help clients** better leverage product enhancements
- Provide a workflow planning model" for clients to follow
- **Provide domain expertise**, with defined integration points and common support methodology

Our continuing long-term relationships and outstanding support have set Tyler apart from all other public sector software companies. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product. We also hope that this initiative is a catalyst for our clients to embrace change, commit to training and developing their staff, and fully use the wide ranges of service and support Tyler has available.

Releases

Tyler manages the release of new versions and updates in close coordination with our hosted clients. Tyler typically creates new production releases of our Enterprise Assessment & Tax solution annually based on technology and functionality drivers. Service packs are created for a given release on an as needed basis. They are used to deliver enhancements that are too minor to require a release, but too extensive to be delivered in a patch. Patches are created for releases under active support on a weekly basis.

Legislative Changes

As part of the ongoing maintenance agreement, Tyler provides up to 80 hours per state to address state mandated legislative changes. Changes that require hours in excess of the 80 hours included in the base agreement are spread across all of Tyler's clients within the state, so the burden of the legislative change is born by all clients within the state that require the change. In addition, our in-state staff has an intimate knowledge of the current legislative environment and constantly monitors those changes that may affect our application. They are then able to provide insight in determining the scope of any legislative changes that no other vendor can match.

User Groups

Tyler offers a national users group meeting across all of its product lines. Known as Tyler Connect, this meeting typically occurs in the first half of the year. We also participate in locally organized regional user group meetings organized by our clients and supported by Tyler. Our clients in North Carolina, Florida and Ohio have organized local user groups to address their state-specific needs and we fully support those groups.

Requirements Checklist

Tyler's completed checklist from the RFP **Section VI. General Software Design** is presented on the following pages.

[redacted]

Pricing

Tyler is proposing Enterprise Assessment to Tarrant Appraisal District, TX. The annual subscription fee for Enterprise Assessment is $1,237,000. Tyler will hold this annual fee for a period of 3 years. Year 1 of the subscription fee is due on project initiation. The one-time professional services fee is $2,980,000 and will be billed as services are incurred. Tyler's annual subscription fee includes:

- CAMA
- Appeals Tracking
- Personal Property
- Property Access
- Field Mobile
- SmartFile
- Assessment Connect
- Tyler Content Manager

Tyler's subscription fee also includes the following:

- Production Environment
- Test Environment
- Back up
- Disaster recovery
- Cyber security protection (24/7/365)

Tyler's professional Services include:

- Implementation of all modules
- Conversion
- Development
- Integrations
- Training
- Post Go-Live Support

Pricing Notes

1. Tyler's proposal is a fixed bid; however, any additional out-of-scope services requested would be at a rate of $175 per hour for the duration of the implementation effort.
2. This proposal includes 60 core modifications, 4 workflows, 4 filings, 1 GIS integration, and a CoreLogic MVP Commercial integration.
3. This proposal includes 20 days of training and 90 days of post-go-live support.
4. Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.
5. Tyler's pricing does not include applicable local, city, state, or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Legal & Contractual Issues

Terms of Payment

When will Vendor require the price for the system to be paid? Explain completely, including any payment schedules and alternatives.

Access to the software, when provided as software as a service, is paid for via recurring SaaS Fees invoiced annually in advance, beginning the month after project initiation, unless otherwise agreed. Unless otherwise agreed, services are billed monthly in arrears. Payment of invoices is due within forty-five (45) days of invoicing. Tyler's standard payment terms are set forth in the Invoicing and Payment Policy (Exhibit B) to the standard Tyler contract. Please reference the following provisions of Tyler's software as a service agreement: Section C(2) (page 5), Section E(1) (page 7), and Exhibit B (Invoicing and Payment Policy).

Will the agreement include provisions imposing interest or finance charges on late payments by user? If so, how will billing disputes be handled? Please explain.

Tyler's contract does not include a provision imposing interest or finance charges on late payments. Tyler's contract does address invoice disputes; Invoice disputes shall be brought to Tyler's attention timely and resolved in accordance with the invoice-dispute clause in Tyler's standard contract. Please reference Section E(2) (page 7) of Tyler's software as a service agreement.

Delivery

The agreement shall include a binding delivery schedule consistent with the terms of this proposal request.

Tyler does not typically include a binding schedule in its contract. Software implementations are a collaborative process and require the resources and performance of both parties. Accordingly, Tyler does not guarantee compliance with an indicated project schedule but will work with the client during contract negotiations to establish an estimated timeline for project activities.

Specify the method of delivery and installation. Explain, indicating the party or parties responsible for performing and/or paying for each step involved.

The party responsible for particular steps will be specified in Tyler's standard statement of work.

Vendor must warrant that all equipment purchased under this proposal is free and clear of all liens.

Tyler's standard contract does not include this warranty, but Tyler is willing to include a warranty in the contract providing that the Tyler Software and Documentation will not violate, infringe, or misappropriate any patent, copyright, trademark, or trade secret rights of any third party, or any third-party rights (including without limitation any property, contractual or non-disclosure rights, or any non-compete agreements). In the event of a breach of this warranty, Tyler's obligations to indemnify for intellectual property infringement will apply. Please reference Section G(1) (pages 8–9) of Tyler's software as a service agreement.

Acceptance

All items purchased under this proposed request will be accepted only when all terms and any contracts arising from the proposal are met and the system is fully operational and in use by TAD Specify, if any, the specific acceptance criteria the Vendor may have.

Tyler is willing to negotiate a mutually agreeable acceptance process based on warranted functionality. The method and period of acceptance is typically specified in Tyler's standard statement of work, and provides the basis for acceptance, a timeline for acceptance, and for deeming acceptance when acceptance is not denied or approved before that deadline.

Assignment, Use and Resale

Will the agreement or any related maintenance agreement include any restrictions on assignment of the agreement (I) by the user, and (II) by the Vendor? Explain.

Assignment of the Contract: Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the Client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets. Please reference Section H(8) (page 11) of Tyler's software as a service agreement.

Will the agreement or any related maintenance agreement include any restrictions on the unconditional use by the user of the software? Explain, including any applicable reference to restrictions, lease and resale.

Yes, the contract will include restrictions on use. The right to access the SaaS services is non-exclusive and non-assignable. It is limited to use for the Client's internal business purposes. Tyler retains all ownership and intellectual property rights in and to the Tyler Software, the SaaS Services, and anything developed by us under the Agreement. The Documentation will be licensed to the Client and may be copied only for internal, noncommercial reference purposes. The contract prohibits the Client from making the Tyler Software or Documentation available to any third party for its business operations, modifying or deriving works from the SaaS Services, and licensing, leasing, or any other number of transferring of ownership interests in the SaaS Services, Tyler Software, or Documentation. Please reference Sections B(1) (page 2), B(3) (page 3), and B(4) (page 3) of Tyler's standard software as a service agreement.

Termination

Under what circumstances, if any, can the user or Vendor terminate the agreement? Explain, including any penalties.

Termination for Cause: The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract. The Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process. Please reference Section F(2.2) (page 8) of Tyler's software as a service agreement.

Termination for Convenience: Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure. If required by federal contracting requirements due to the contract being paid for with federal funds, Tyler is willing to agree to a termination for convenience provision, subject to early-termination fees for multiyear contracts.

Termination for Force Majeure: Either party has the right to terminate if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more. Please reference Section F(2.3) (page 8) of Tyler's software as a service agreement.

Termination for Nonappropriation: If the Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the contract, the Client may unilaterally terminate the contract upon thirty (30) days' prior written notice to Tyler. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. The Client will not be entitled to a refund or offset of previously paid license and other fees. Please reference Section F(2.4) (page 8) of Tyler's software as a service agreement.

Execution Authority and Legal Assistance

Specify by name and title the individual or individuals within the Vendor's organization that presently have legal corporate authority to execute the agreement and any related agreements (including any amendments) on behalf of the Vendor.

Multiple specific individuals within Tyler are authorized to execute the parties' agreement. If required, Tyler will provide a copy of the applicable board resolution authorizing our signatory. Our contract requires that signatories be duly authorized. Please reference Section H(21) (page 13) of Tyler's software as a service agreement.

Product Warranty

Complete product warranty information shall be submitted with the proposal. All manufacturers' warranties must be passed to Tarrant County Appraisal District. Unless otherwise specified in the proposal, all equipment must be warranted as new and unused.

Tyler offers a comprehensive express software warranty. For as long as the Client has an in-force maintenance or SaaS agreement, as applicable, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current documentation. Tyler disclaims all implied warranties. Please reference Section B(5) (page 3) of Tyler's software as a service agreement.

Tyler also offers an express services warranty. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the Client. Please reference Section C(5) (page 5) of Tyler's software as a service agreement.

Tyler does not provide implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, as they are subjective. Tyler provides a comprehensive, objective warranty tied to functional descriptions of the Tyler software. Please reference Section G(3) (page 9) of Tyler's software as a service agreement.

Warranties for third-party products and services (if any) are passed on from the third party to the Client. Please reference Section D(3) (page 7) of Tyler's software as a service agreement.

Exceptions & Sample Agreement

Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations. The contract documents shall consist of, and the resulting order of precedence shall be, 1) Tyler's standard contract, 2) the proposal, and 3) the RFP. ***Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties***.

Sample Agreement

Tyler's sample agreement can be found at: https://www.tylertech.com/portals/0/terms/assessment-tax/New-A&T-Clients-SaaS-Agreement.pdf.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means _______________.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means, as applicable, any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, extreme inflation (eight percent or greater per year), or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Project Initiation Date"** means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.

SAMPLE

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

SECTION B – SAAS SERVICES

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

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our

SAMPLE

Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

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

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

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

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

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

6. SaaS Services.

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

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

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

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

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

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

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

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

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

SAMPLE

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

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

SAMPLE

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

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

   9.2 provide support during our established support hours;

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

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

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

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

SAMPLE

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

SAMPLE

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

SAMPLE

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

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

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

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

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

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

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,**

SAMPLE

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height,

SAMPLE

weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted

SAMPLE

to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

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

19. Business License. In the event a local business license is required for us to perform services

SAMPLE

hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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

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

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

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

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

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

Tyler Technologies, Inc.	[INSERT CLIENT NAME]
By:____________________________________	By:____________________________________
Name:__________________________________	Name:__________________________________
Title:___________________________________	Title:___________________________________
Date:___________________________________	Date:___________________________________
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: INSERT CLIENT NAME INSERT INSERT Attention: ______________________________

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Exhibit A
Investment Summary

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

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Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.

3. Third Party Products.

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

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is included in the cost of the Third Party Software License Fees. Future year's Third Party Software Maintenance fees will be invoiced annually in advance on each anniversary of the Project Initiation Date.

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

   3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our

then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

SAMPLE

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at

SAMPLE

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

SAMPLE

reimbursed.

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

SAMPLE

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.

SAMPLE

Exhibit C
SERVICE LEVEL AGREEMENT

I. <u>Agreement Overview</u>

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

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

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

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

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

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

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

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

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

III. Service Availability

a. <u>Your Responsibilities</u>

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

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

SAMPLE

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

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

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

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

IV. Maintenance Notifications

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

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

SAMPLE

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting

SAMPLE

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

SAMPLE

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

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

Incident Escalation

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

Remote Support Tool

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

Exhibit D
Statement of Work

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

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SAMPLE

Exhibit E
Third Party Terms

The following Third Party Terms details the Third Party software to be delivered by Tyler to the Client under the Agreement. The Third Party Terms are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

To Be Inserted

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2024

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

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

PRODUCER
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-GAWXC-GAWXC-23

CONTACT NAME: ...
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : The Hartford	19682
INSURER E : QBE Specialty Insurance Company	11515
INSURER F :	

INSURED
Tyler Technologies, Inc. and its
subsidiaries, Including US eDirect, LLC
5101 Tennyson Parkway
Plano, TX 75024

COVERAGES

CERTIFICATE NUMBER: NYC-011892415-05 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			10UENBA4DHY	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE; X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY; PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10 UEN DI9897	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB; X OCCUR			10XHUBC1DGX	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED; X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N; (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS88300	04/01/2024	04/01/2025	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability/Cyber			130001996	06/17/2023	06/17/2024	Limit:	5,000,000

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

CERTIFICATE HOLDER

Tyler Technologies, Inc.
and its subsidiaries, including US eDirect, LLC
5101 Tennyson Parkway
Plano, TX 75024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Tyler Technologies, Inc. and its subsidiaries, Including US eDirect, LLC 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

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Appendix: Annual Report

Tyler's most recent Annual Report is included in the original copy of this proposal. The report can also be accessed online at:
https://investors.tylertech.com/financials/annual-reports-and-proxy-statements/default.aspx