



SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, Client and Tyler are parties to a Software License Agreement dated March 9, 2011, which was further amended, collectively the (Original Agreement), under which Tyler provided Client with a license to certain Tyler Software set forth therein; and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, 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

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this Software as a Services 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 City of Peoria, AZ.
- **“Data”** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. “Data” excludes Service Usage Data.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“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, based on a condition within our reasonable control. 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 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 last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“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.
- **“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.
- **“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 Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“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. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler’s maintenance, support, and/or update obligations for the software included therein.
2. 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).
3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing

and Payment Policy. The SaaS Fees are based on the 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).

4. Ownership.

4.1 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.

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

4.3 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. Tyler shall return all City Data in its possession to the City within 60 days of City's written request and in a mutually agreed upon file format. Such data will be provided to City at no cost as long as City is current on payment of the SaaS Fees owed under the Agreement.

4.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

5. 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.

6. 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 or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

7. SaaS Services.

- 7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We 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 third-party data center, we will provide available compliance reports for that data center.
- 7.2 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.
- 7.3 The data centers utilized under this Agreement 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 disruption of SaaS Services from the data center hosting your data, 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 unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 7.4 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. 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.
- 7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.6 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.
- 7.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 7.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such 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.

8. Affiliated Organization for the Tyler Software.

- 8.1. Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary, and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
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 the documented scope of the project as of the Effective Date. 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.
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. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. 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.
8. 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.
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 all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; 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 any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. 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 reasonable 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.

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) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

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 three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. 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.

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. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, 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 a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT**

THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **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 Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
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, 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 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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (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, or a subpoena; 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. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. 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.
20. 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.
21. 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.
22. 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.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user’s failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated 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

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.

City of Peoria, AZ

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:

City of Peoria, AZ
8401 Monroe St.
Peoria, AZ 85345
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department





Exhibit A

Investment Summary

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

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Quoted By:
 Quote Expiration:
 Quote Name:

Travis Ressa
 3/15/26

Sales Quotation For:
 PEORIA, AZ CITY OF
 ACCOUNTS PAYABLE
 8343 W CINNABAR AVE
 PEORIA AZ 85345-
 Phone: +1 (623) 773-7096

Shipping Address:
 City of Peoria Police Department
 8343 W Cinnabar Ave

 Peoria AZ 85345

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Enterprise Public Safety Computer Aided Dispatch + Records Management Standard Flex Package (CAD + RMS)	\$ 304,000	\$ 0	\$ 304,000
Enterprise Report Writing Report Writing (up to 3 print designs)	\$ 75,000	\$ 0	\$ 75,000
Enterprise Mobile LE Mobile Site License Flex	\$ 94,000	\$ 0	\$ 94,000
Data Marts			
RMS Datamart	\$ 14,100	\$ 0	\$ 14,100
Interfaces			
Citizen Reporting Interface	\$ 8,852	\$ 0	\$ 8,852
Law Enforcement Records Management System Public Safety Analytics	\$ 37,600	\$ 0	\$ 37,600
Other			
Data Archive	\$ 4,000	\$ 0	\$ 4,000



Recurring Costs			
PACE-05 (Includes five training days and two Connect Conference Passes)	\$ 6,300	\$ 0	\$ 6,300
Enforcement Mobile			
License			
Enforcement Mobile eCitation Site License	\$ 117,000	\$ 23,400	\$ 93,600
Interface			
Device Level - Enterprise Public Safety	\$ 0	\$ 0	\$ 0
Interface: State DOT Crash	\$ 0	\$ 0	\$ 0
Task			
Task: Driver Exchange Module	\$ 4,999	\$ 1,000	\$ 3,999
Subscription License Fees			
Brazos Interface - GenericXML NW Export Annual Maintenance	\$ 0	\$ 0	\$ 0
Brazos Interface -GENERICXML (NEW WORLD TOW) Annual Maintenance	\$ 0	\$ 0	\$ 0
Brazos Interface - Court PDF Export Annual Maintenance	\$ 872	\$ 0	\$ 872
Brazos Interface - GENERICXML PDF Export Annual Maintenance	\$ 872	\$ 0	\$ 872
Brazos Interface - Outside Court PDF Export Annual Maintenance	\$ 872	\$ 0	\$ 872
Brazos Interface - GENERICXML (AJACS) Annual Maintenance	\$ 872	\$ 0	\$ 872
Development of Custom Workflow and Business Process	\$ 3,500	\$ 0	\$ 3,500
Crash Report Software (w/Drawing Tool)	\$ 13,500	\$ 0	\$ 13,500
TOTAL			\$ 661,939

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Enterprise Platform Evolution Services Flex	1	\$ 150,000	\$ 0	\$ 150,000
eCrash Migration Services	1	\$ 15,000	\$ 0	\$ 15,000
Report Writing Additional Reports Fee	2	\$ 2,000	\$ 0	\$ 4,000
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500
Enforcement Mobile				
Set-Up & Configuration - OS platform - iOS	1	\$ 2,500	\$ 0	\$ 2,500
Training: 4 hours (one half day) of remote End User Training	4	\$ 500	\$ 0	\$ 2,000
Project Management	2	\$ 4,000	\$ 0	\$ 8,000



TOTAL

\$ 186,000

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	2	\$ 6,000	\$ 0	\$ 12,000	\$ 0
TOTAL				\$ 12,000	\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 661,939
Total Tyler Services	\$ 186,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 12,000	\$ 0
Estimated Travel	\$ 24,000	\$ 0
Summary Total	\$ 222,000	\$ 661,939

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>
Planned Annual Continuing Education (PACE) Terms and Conditions

The services include training days and two Connect conference passes. The following payment terms shall apply:

- a. The initial PACE term commences upon the date of your signature on Tyler's Investment Summary ("Effective Date"), and continues for a one year period. Upon expiration of the initial term, PACE services will renew automatically for additional one (1) year terms unless canceled in writing by either party at least forty-five (45) days prior to the end of the then-current term.
- b. Your PACE fees for the initial term, at the rates set forth in the Investment Summary, will be invoiced on the Effective Date.. PACE fees for each renewal term shall be invoiced on each anniversary thereof at our then-current rates.
- c. Any training services or Connect registrations purchased prior to the start of the initial PACE term will be invoiced as incurred.
- d. Training days expire at the end of each PACE term and can only be utilized on live modules.
- e. Travel and Living Expenses are not included in the annual PACE fee and will be invoiced as incurred in accordance with our then-current Business Travel Policy.
- f. In the event you cancel services less than two (2) weeks in advance, you are liable to Tyler for (i) all non-refundable expenses incurred by Tyler on your behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- g. Training hours are scheduled and delivered in four (4) or eight (8) hour increments.
- h. Tyler provides on-site training for a maximum of twelve (12) people per class. In the event that more users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client-designated attendees of the initial training can thereafter train the remaining users.
- i. Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

A Site License is included for the following Affiliated Organizations: City of Peoria Police Department

The only item within this proposal that does not have a site license is the Drawing Tool for eCrash. This is capped at 300 licenses. If additional drawing tool licenses are needed, they can be purchased at the then current rate.



Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced in the following amounts:

Year 1 SaaS	Year 2 SaaS	Year 3 SaaS
\$661,939.00	\$661,939.00	\$661,939.00

Upon expiration of the initial term, your annual SaaS fees for years 4 and 5 will not increase more than 5% over the prior year's fees. Thereafter, annual SaaS fees will be at our then-current rates.

2. **Credit for Maintenance and Support Fees.** Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.

3. **Professional Services.**

3.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced upon completion of the following milestones:

- 25% on the Effective Date
- 25% upon granting Client access to the Tyler Software in the hosted environment
- 25% upon completion of solution validation
- 25% upon go-live.

4. **Third Party Products.**

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

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.

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

4.4 *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.

5. Expenses. The rates in the Investment Summary include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. 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.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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



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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high

speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

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

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

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

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



Exhibit C Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

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

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

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

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

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

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance, to the Public Safety software identified in Exhibit A, is limited to two (2) hours per month. Application updates are limited to approximately 2 – 4 hours and will occur 1 to 4 times per year.

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities



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

c. 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 quarter.

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

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

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

IV. Maintenance Notifications

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.



Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

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

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

Incident Escalation

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

Remote Support Tool

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



Exhibit D
Statement of Work

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Enterprise Platform Evolution Statement of Work

Overview

The scope of the *Enterprise Platform Evolution* project is significant and can only be completed as a partnership between *Tyler Technologies* and the client. The end goal for project execution is clearly defined at the contract signing.

Tyler's effort to execute the project to meet scope includes:

- Provide a dedicated *Tyler* Project Manager for the project.
- Develop a detailed technical project plan outlining the responsibilities for both *Tyler* and the client.
- Provide *GIS* Services for preparation for compatibility with the latest support version.
- Provide technical implementation services, including installation of the latest supported software version.
- Establish secure VPN-free connectivity for all core system components.
- Establish VPN connectivity for components that require additional security, such as NCIC and certain interfaces.
- Support clients obtaining new state connections for NCIC capabilities.
- Provide best practices training for client installations.
- Securely archive historical data into *Data Archive*.
- Rebuild *Enterprise CAD* following proven best practices.
- Rebuild *Enterprise Mobile* following proven best practices.
- Implement and configure *Enterprise Law Enforcement Records*.
- Implement and configure *Report Writing*.
- Implement the latest state NCIC standards (forms, queries, and parsing).
- Migrate *MSP DSS* Cubes to the *Enterprise Records* environment for historical reporting capabilities.
- Provide post Go-Live support during the IBR certification process as well as support for workflow and process inquiries.
- Migrate interfaces:
 - E911
 - CAD Paging
 - Web Briefing Notes
 - Web CAD Monitor
 - Standard Tow Import (RMS) (Formerly Standard *Brazos* Tow Import)

- Standard Ticket Import (RMS) (Formerly *New World* Ticket Import)
- Livescan
- Coplogic
- CAD Enterprise Exporter (Axon)
- CAD Enterprise Exporter (Eventide)
- Implement state DOT crash Interface (*eCrash*).
- Conduct eCitation expansion and workflow review.
- Conduct Enterprise Records and Report Writing Workflow review.
- Conduct Enterprise Records / Report Writing administrator training.
- Provide Enterprise system go-live support.
- Implement Public Safety Analytics post go-live.
- Migrate client machines from the current system to the new system.

Out-of-Scope Considerations

- GIS data is migrated as-is. If additional GIS services are required, they will increase the scope and cost.
- Clients are required to provide networking knowledge for VPN implementation. If a networking expert is needed, they will increase the scope and require assistance outside of *Tyler*.
- CAD and Mobile rebuild work mimics the current setup in the client's live Production system. If a CAD or Mobile refresher with best practice is needed, the scope may increase.
- Clients are required to provide all interface requirements, including a SFTP server when required, and they are responsible for working with 3rd party vendors, as needed.

Client Data Collection

The Client Data Collection activity consists of multiple engagements designed to ensure the Tyler project team has all necessary information to successfully implement your project.

- **Interface Discovery:** This process involves securely connecting directly to client's existing environments. Specific details are collected on all production interfaces to inform EPE package discussions and guide client agencies in preparing interfaces for a cloud-based environment once the EPE project commences.
- **Client Data Collection:** A data collection sheet is provided to clients to gather information for software configurations. This proactive approach gathers information in advance of RMS configuration, enabling Tyler consultants to build out the software in conjunction with the Current & Future State Analysis without requiring additional client time and resources.
- **Current & Future State Analysis:** This crucial on-site activity facilitates gathering information on your agency's existing workflows and identifies areas where adjustments or improvements are desired. This enables Tyler Implementation Consultants to configure the Enterprise platform independently, translating

your agency's workflows and desires into a precisely configured Enterprise solution, thereby minimizing direct client involvement in the configuration phase.

Project Kick-Off Call

The Project Kick-Off Call is an introductory meeting enabling the Tyler Project Manager (PM), Client PM, and Executive Sponsors to meet and establish the framework of the implementation. The Tyler PM will lead the discussion, providing an opportunity for both parties to ask questions and ensure clear expectations are set from the project's inception. This call allows both teams to begin planning the upcoming work, develop materials to engage the combined teams, and identify any impending risks early on.

Expedited Deployment

The Expedited Deployment process is designed to rapidly launch technical implementation by breaking down key aspects into easy-to-execute steps. This is a joint effort between Tyler and client resources, with success achieved through focused participation from all parties and adherence to action item deadlines.

The initial touchpoint during this phase is the Technical Services Introductory Planning Call, where the focus is to introduce the Expedited Deployment process, introduce the Tyler team member responsible for its execution, explain the technical delivery tasks, and set expectations for upcoming tasks and events.

Key Action Items of Expedited Deployment include:

- **VPN Worksheet** – This document gathers the information required to configure the client-side VPN appliance prior to establishing the connection between AWS and client network.
- **VPN Free Source IPs** – To enable the VPN free connectivity for the Enterprise Suite, source IPs from each client physical location will be needed.
- **State engagement for NCIC connection approval** – Quick engagement with the State to begin the process for State NCIC connection approval is vital to reduce Go-Live risks.

A dedicated Tyler team member is assigned responsibilities for executing Expedited Deployment, working in tandem with the Tyler Project Manager. As Expedited Deployment activities conclude, the Tyler PM will assume responsibilities for overall project planning and execution.

Establish Cloud Connectivity

Early and continuous client engagement with the software is crucial for project success. For clients utilizing the Enterprise Suite hosted in AWS GovCloud, establishing secure and efficient cloud connectivity is a primary focus. Initially, a VPN-Free connectivity option allows clients immediate access to explore the software's core features. This approach enables power users to familiarize themselves with the new system and make informed implementations decisions without delay.

As the project progresses and CJIS-protected data is introduced, the cloud connection is further secured through the installation of a Tyler-approved VPN device, which provides enhanced data protection. Clients' IT and networking departments are responsible for the installation and configuration of these VPN devices and network configuration, ensuring CJIS-compliant Cloud connectivity.

State Connection Request

A vital component of the EPE implementation is obtaining approval from the State for a new state connection for NCIC functionality. As Tyler cannot engage directly with the State, it is critical that the Client engages the State

immediately to limit project delays. Tyler will assign a technical resource to support your NCIC connection that is available to assist with communicating specific requirements with the State.

GIS Data Preparation

Tyler GIS team will securely connect to clients' existing environments to retrieve GIS database backups, locator files, and map files. These will then be configured and deployed within the EPE environment.

This process adheres to best practices, ensuring the upgrading of locators and the conversion of map files to the latest supported versions. Prior to the go-live date, your GIS staff will receive training on Cloud GIS data update workflows in ArcGIS Pro, ensuring a seamless transition and empowering your team with the necessary skills for ongoing success.

Client Installation Training

After the EPE environment is configured and verified functional, the Tyler technical resource for your project will reach out to schedule a Client Installation Training session using Tyler's latest installation procedures. Client IT staff will be expected to connect Tyler resources to their on-premises network on client machines separate from their existing live Tyler environments. During this activity, the following will be discussed:

- Cloud connectivity verification
- Client installation training
- Lab environment setup
- Best practice troubleshooting methods
- Environment portal training

Enterprise Records Configuration

Tyler Implementation Consultants will configure the Enterprise Records solution based on best practices, information gathered during the Current & Future State Analysis (if applicable), and data pulled from the existing MSP LERMS platform after being reviewed. The primary areas that will be configured by Tyler include but are not limited to:

- Users/Personnel
- Roles/Permissions
- Statutes/Crime Codes
- Property Room Facilities/Storage Locations
- NIBRS Values/Alternates
- Module/Workflow Configuration

After configuration is complete, the Implementation Consultant will test every module and function to ensure the proper setup and functionality of the RMS system.

Report Writing Configuration

Tyler Implementation Consultants will configure the Report Writing solution based on state and federal NIBRS reporting requirements, following best practices to streamline the report entry and approval process for field units.

State and/or County required print designs may also be created to provide the ability to render from Report Writing. Once the configuration is complete, the Implementation Consultant will test numerous report types to ensure the proper setup and functionality of Report Writing.

CAD Rebuild

Tyler Implementation Consultants will configure the CAD solution based on the contracted package to align with current configuration and functionality. All historical data will be retained in CAD.

Mobile Configuration

Tyler Implementation Consultants will configure the Mobile solution based on the contracted package to align with current configuration and functionality. All call history data will be retained.

Client System Testing

This crucial phase involves the client's end-users thoroughly testing the configured Enterprise Platform to validate functionality, workflows, and data integrity. This ensures the system meets all operational requirements and user expectations prior to go-live, fostering user adoption and minimizing post-implementation issues.

NCIC Form Deployment/Testing

As part of the evolution process, NCIC Forms/Queries will be re-deployed in CAD and/or RMS and Mobile. The deployment will be the full/standard suite of what your State supports in terms of functionality and Forms. The NCIC deployment team will perform testing and, in some States, only the customer can perform testing. Each agency will be encouraged to test the full breadth of NCIC functionality before go-live.

DSS Cubes Deployment

The migration of client MSP DSS cubes to the EPE environment will be handled by your assigned Tyler technical resource, ensuring they remain accessible for your agency's reporting purposes.

Data Archive Testing

During the EPE implementation, the client's legacy MSP data will be placed in a Data Archive application, with select data imported into Enterprise Records. As a part of the Data Archive process, the client is responsible for providing a thorough review of the data.

A Technical Project Manager (TPM) will work with the client to assist during the review process:

- The client will receive a train the trainer session in the Data Archive and imports. Documentation with guidance on expectations will be provided and best practices for testing.
- Following the training session, clients and TPM will meet regularly to discuss the status of testing.
- Changes will be implemented as needed; the client will be responsible for ensuring the changes are correct.
- Once testing is complete, the client will sign an acknowledgement that the testing is complete, and no further issues are outstanding; this will give clearance for collection of the final data cut, upload of the data to the archive, and placement of the imported records into the Enterprise Records Production environment.

Interface Migration

As part of each EPE project, Standard and Custom interfaces will be re-deployed and stated in client Pre-Prod Cloud RMS environment. This happens 2-3 months pre-go-live and client agencies will receive a written report of all interfaces and provide access to review and test them as well. The Interface team will also guide agencies through Cloud living readiness concepts such as NAT'ing and SFTP sites which are crucial to how many interfaces work in the Cloud.

Software Version Upgrade

The EPE environment will be upgraded to the latest software release available, ensuring the most current product capabilities are in place for clients. This process includes the server-side software upgrade and on-premise client software testing. Depending on each specific project timeline, this task may not be required.

Pre-Go-Live Assessment

The Pre-Go-Live Assessment is an opportunity to ensure that the Enterprise Records environment is functional prior to the project go-live. This assessment verifies that all relevant software patches are installed, functionality is thoroughly validated, and the overall environment is healthy and ready for production. A key component of the Pre-Go-Live assessment is an on-premises client connectivity verification from each client location, including a test of a field mobile device, to confirm seamless access for all users.

Workflow Review

This collaborative session involves reviewing and validating the client's operational workflows within the new EPE environment. Participants will include key client stakeholders and Tyler consultants, ensuring the system supports efficient and effective daily operations.

Enterprise Records / Report Writing Administrator Training

Tyler Implementation Consultants will train the agency system administrator(s) on how to maintain both systems to align with the contracted package and functionality.

Enterprise System Go-Live

The Enterprise System Go-Live marks the scheduled transition where all parties have completed necessary work, and the client officially moves to live status on the new EPE environment. To ensure the seamless transition, dedicated Tyler resources are available and working side-by-side with client staff to provide immediate support.

During the go-live event, Tyler technical resources will automatically re-point existing client machines to the new environment. This process is performed through the Enterprise Updater; however, the customer will need to ensure the following pre-requisites are put into place on all client workstations:

- Version specific client pre-requisites (Tyler Community)
- Root Certificate installed and placed in the Trusted Root Certificate Authority Store
- Antivirus exclusions in place
- ***The minimum required version of the Enterprise Updater on workstations to perform self-updates is 1.5.23 or higher**

These pre-requisites can be installed on current client workstations prior to migration without affecting the existing Enterprise Public Safety software functionality. Customers must ensure all client workstations are able to establish a secure connection to the new servers to ensure proper software functionality.

Public Safety Analytics Installation

Peoria responsibilities include:

- Install all pre-requisites on all machines (CAD and Mobile) prior to go-live.
- Install Root Certificate on all client workstations and place certificate in the Trusted Root Certification Authority store.
- Ensure outside agencies and workstations with VPNs (if applicable) can establish a secure connection to the new server environment.
- Maintain GIS common names in both current and new environments.
- Maintain GIS map folders in both current and new environments.

The Public Safety Analytics subscription includes Dashboards, LE Explorer, Advanced Analytics, and Citizen Connect. There is no limit to the number dashboards that can be created. An environment will be pointed to three years of MSP Data available separately from Enterprise RMS.

Virtual Message Switch (VMS) Recommendations

Here are a few customer recommendations to prevent extended NCIC downtime during go-Live:

Prior to go-live:

- If the new environment is in a new VLAN or other new network, work with Tyler to assure network connectivity is available between the new Tyler environment and the VMS.
- If internal ports need to be opened in the new environment, make sure they are opened prior to go-live. Tyler will provide those ports prior to going live.
- Verify that NCIC Terminal ID's and State IDs are copied to the new environment in ESS.

At go-live:

- It is important to get NCIC inquiries tested as soon as the clients have been updated, and users have been given permission to use the new system in production.
- There will be a Tyler message switch resource assigned to go-live to assist with any issues that come up during testing.