



## 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 an End User License Agreement and Professional Services Agreement dated August 14, 2012, as amended, pursuant to which Client purchased a license to Tyler's Odyssey Case Manager solution and associated software and services (the "Odyssey Agreement");

WHEREAS, Client and Tyler are also parties to a License and Services Agreement dated February 1, 2021, as amended, pursuant to which Client purchased a license to Tyler's Civil Process software and associated services (the "Civil Process Agreement," and, collectively with the Odyssey Agreement, the "Original Agreements"); and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements 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

- **"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 Brazoria County, Texas.
- **"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, 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.
- **“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 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 Agreements. 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 Agreements 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.
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 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 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 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 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 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.

## 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. 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. 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 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) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

- 10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.



- 10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
- 10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.
- 10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.
- 10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.
- 10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

#### **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. Notwithstanding the Effective Date, the initial term of this Agreement is three (3) years from October 1, 2025, unless earlier terminated as set forth below. Tyler reserves the right to begin the SaaS migration services on or around the commencement date of the initial term. 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. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your

end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at <https://www.tylertech.com/terms/cybersecurity-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.

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

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

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

Tyler Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

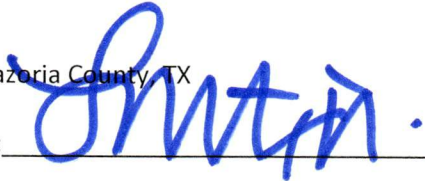
Address for Notices:

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

*With a copy to:*

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

Brazoria County, TX

By:  \_\_\_\_\_

Name: L.M. "Matt" Sebesta, Jr. \_\_\_\_\_

Title: County Judge \_\_\_\_\_

Date:  \_\_\_\_\_

Address for Notices:

Brazoria County, TX  
Information Systems  
237 E. Locust, Suite 505  
Angleton, TX 7515  
Attention: Russell Webb

*With a copy to:*

Brazoria County District Attorney's Office  
237 E. Locust, Suite 305  
Angleton, TX 77515  
Attention: Civil Division



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.

| <b>Software Fees</b>                                                 |                 |                 |                 |                                         |                 |
|----------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------------------------------|-----------------|
| <b>SaaS Payments</b>                                                 | <b>Year 1</b>   | <b>Year 2</b>   | <b>Year 3</b>   |                                         |                 |
| Annual SaaS Fees                                                     | \$65,500        | \$68,775        | \$72,214        |                                         |                 |
| Services                                                             | \$15,000        |                 |                 |                                         |                 |
| <b>Total Annual SaaS Fee</b>                                         | <b>\$80,500</b> | <b>\$68,775</b> | <b>\$72,214</b> |                                         |                 |
| <b>Civil Process</b>                                                 |                 |                 |                 | <b>Annual SaaS Fee</b>                  |                 |
| Civil Serve                                                          |                 |                 |                 |                                         | \$65,500        |
| CivilProcess Mobile                                                  |                 |                 |                 | Included                                |                 |
| Attorney Access (CivilView)                                          |                 |                 |                 | Included                                |                 |
| Public Sales Access (SalesWeb)                                       |                 |                 |                 | Included                                |                 |
| Civil Case Access Internal (Civil Quesry/Precinct Search)            |                 |                 |                 | Included                                |                 |
| PeopleSoft Custom Export                                             |                 |                 |                 | Included                                |                 |
| Enterprise Justice Case Manager / Civil Process Standard Integration |                 |                 |                 | Included                                |                 |
|                                                                      |                 |                 |                 | <b>Annual SaaS Fees Sub-Total</b>       | <b>\$65,500</b> |
| <b>Implementation Services</b>                                       |                 |                 |                 |                                         |                 |
| <b>Professional Services (Fixed-Cost)</b>                            |                 |                 |                 |                                         |                 |
| One-time professional services                                       |                 |                 |                 |                                         | \$15,000        |
|                                                                      |                 |                 |                 | <b>Total Professional Services Cost</b> | <b>\$15,000</b> |
| <b>Notes:</b>                                                        |                 |                 |                 |                                         |                 |
| Civil Serve:                                                         |                 |                 |                 |                                         |                 |
| · Includes two environments                                          |                 |                 |                 |                                         |                 |
| · Includes TID Workforce Direct                                      |                 |                 |                 |                                         |                 |

## Enterprise Justice Investment Summary

| Software Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                    |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|----------------------------------|
| SaaS Payments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Year 1             | Year 2             | Year 3                           |
| Annual SaaS Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,182,081        | \$1,240,435        | \$1,301,707                      |
| Migration Incentive for Case Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | (\$93,366)         | (\$49,017)         | \$0                              |
| <b>Total Annual SaaS Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$1,088,715</b> | <b>\$1,191,418</b> | <b>\$1,301,707</b>               |
| Enterprise Justice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                    | Annual SaaS Fee                  |
| Enterprise Case Manager - All Case Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                    | \$1,182,081                      |
| Enterprise Attorney Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| Enterprise Justice Check Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                    | Included                         |
| Enterprise Document Management Bundle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                    | Included                         |
| Enterprise Record on Appeal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| Portal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                    | Included                         |
| eSignature (Includes merged Tiff)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                    | Included                         |
| Enterprise Judge Edition (10 users)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                    | Included                         |
| Enterprise Case Manager Integration Toolkit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| OCR Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| Enterprise Financial Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                    | Included                         |
| Enterprise Jail Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                    | Included                         |
| Enterprise Mugshots                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                    | Included                         |
| Enterprise Jail Data Export                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| Enterprise Law Enforcement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                    | Included                         |
| Enterprise Jail Manager Integration Toolkit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    | Included                         |
| Biometric Identification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                    | Included                         |
| Enterprise Custom Reports                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                    | Included                         |
| VINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                    | Included                         |
| Managed Detection and Response - Free 4 week trial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                    | Included                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                    | Annual SaaS Fees Sub-Total       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                    | \$1,182,081                      |
| Implementation Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                    |                                  |
| Professional Services (Fixed-Cost)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                    |                                  |
| Teams 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                    | Included                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                    | Total Professional Services Cost |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                    | \$0                              |
| <b>Notes:</b><br>Enterprise Justice: <ul style="list-style-type: none"> <li>· Tyler has included storage up to 35TB. Additional TB storage may be purchased at \$1,300 per TB.</li> <li>· Includes one production and two non-production environments.</li> <li>· First year of Teams 10 is used to perform the migration to SaaS.</li> </ul> <p>** The Managed Detection and Response (MDR) 4-week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR services terminates at the end of the Trial Period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting for the ongoing terms and fees for such service.</p> <p>** Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit of \$70,492. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler.</p> |                    |                    |                                  |





## 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 (October 1, 2025) 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. Beginning on October 1, 2025, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.
2. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of October 1, 2025.
3. Other Tyler Software and Services.

#### 3.1 Professional Services.

- 3.1.1 Enterprise Justice. Fees for Enterprise Justice implementation and other professional services (including training) are included with Year 1 of the TEAMS-10 services.
- 3.1.2 Civil Process. Fees for Civil Process implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, as they relate to the implementation of the Civil Process software only:

|                                                  |     |
|--------------------------------------------------|-----|
| Site visit                                       | 10% |
| Software installation                            | 10% |
| Delivery of training database                    | 40% |
| Training completed                               | 30% |
| Use of Civil Process Software in live production | 10% |

- 3.2 TEAMS-10 Services. The TEAMS-10 Services shall have an annual term that runs concurrently with the SaaS term of this Agreement, unless earlier terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your annual

TEAMS-10 fees are included in, and will be invoiced with, your annual SaaS fees. TEAMS-10 Services are subject to the terms set forth in Exhibit D.

3.3 Managed Detection and Response (“MDR”) Services. Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the “Trial Period”). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.

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, if any, 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 service rates in the Investment Summary do not 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](mailto: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](http://www.gsa.gov/perdiem).

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

##### A. Overnight Travel

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

###### Departure Day

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

###### Return Day

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

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

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

|           |     |
|-----------|-----|
| Breakfast | 15% |
| Lunch     | 25% |
| Dinner    | 60% |

##### B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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





## Exhibit 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 is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

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

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

c. 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% - 98.00%        | Remedial action will be taken |
| 97.99% - 95.00%        | 4%                            |
| Below 95.00%           | 5%                            |

#### IV. Maintenance Notifications

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

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



## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

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

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

### Support Resources

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

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

### Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of





such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

## **Incident Handling**

### *Incident Tracking*

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

### *Incident Priority*

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

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

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

| Priority Level    | Characteristics of Support Incident                                                                                                                                                      | Resolution Targets*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2<br>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<br>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<br>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

### Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions

| TEAMS Level | Annual Units of Service | Annual Tyler Connect Pass | Annual Cost             |
|-------------|-------------------------|---------------------------|-------------------------|
| TEAMS-10    | 10                      | 1                         | Included with SaaS Fees |

#### Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler's published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement or amendment.
- 1-hour Checkpoint meeting to ensure that regular, structured communication is maintained throughout the service (focus on planning activities with TEAMS agreement).





**Exhibit E**  
**Statement of Work**

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## Statement of Work

Brazoria County

“Client”

SaaS Migration

Tyler Technologies, Courts & Justice Division  
5101 Tennyson Parkway  
Plano, Texas 75024  
(972)713-3770 phone

“Tyler”



# Brazoria County– Enterprise Justice Implementation

Statement of Work (SOW)

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## 1. Introduction

### Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 (“Tyler SaaS Migration and Upgrade Schedule”), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client’s readiness and



acceptance process.

**Products and Services Included:** The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

### Licensed Products

- N/A – No software products will be installed or delivered. This is a migration activity only.

### Services Summary

- Project Management – Project Duration
  - Scope and contract verification
  - Maintain project schedule
  - Schedule tasks and activities for Tyler staff
  - Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
  - Status reporting
  - Testing plan assistance
  - Go-Live Planning Assistance
- On-Premise to SaaS Migration Technical and Consulting Services
  - Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
  - Migrate (copy) Data to SaaS Test and SaaS Production environments
  - Migrate (Copy) Data to SaaS Stage environment if applicable
  - Migrate (copy) Images to SaaS Production environment
  - Enterprise Justice SaaS environment and Enterprise Justice configuration verification
  - Enterprise Custom Reports validation
  - Solution Validation Assistance – Client completes the activity, Tyler assists
  - Go-Live Support

### Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

## 2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps

- that do not use the legacy system, or a combination of both.
3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
  4. Data has the same meaning herein as it does in the Agreement.
  5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
  6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
  7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
  8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
  9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
  10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
  11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
  12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
  13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
  14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
  15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
  16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
  17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler’s support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
  18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler’s support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.



19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client’s communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client’s on-premise environment to Tyler’s SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client’s functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client’s non-functional team members that are technical in nature that are responsible for managing the Client’s current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

## 4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

### Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler’s project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client’s chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.



### Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

| <b>Project Management Highlights</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <i>Activities &amp; Services</i>     | <ul style="list-style-type: none"> <li>❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting)</li> <li>❖ Create and update the project schedule</li> <li>❖ Ensure project is within scope</li> <li>❖ Create change orders for new scope as needed</li> <li>❖ Track the project budget</li> <li>❖ Assist in scheduling project activities</li> <li>❖ With assistance and input from the Client project manager, track, manage, and update issues and risks</li> <li>❖ With assistance and input from Client project manager, create the go-live transition schedule</li> </ul> |                   |
| <i>Objectives</i>                    | <ul style="list-style-type: none"> <li>❖ Manage project scope</li> <li>❖ Track issues and risks</li> <li>❖ Deliver the project on time, on budget, and within scope</li> <li>❖ Assist the Client project manager as needed</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                    |                   |
| <i>Participants</i>                  | <b>Tyler</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Client</b>     |
|                                      | ❖ Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ❖ Project Manager |

#### Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

#### Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

#### Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client’s Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

##### Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler’s hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

#### Assumptions

- Task is scheduled at least two weeks in advance.

#### Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

#### Deliverables

| Deliverable                                      | Description                                                       |
|--------------------------------------------------|-------------------------------------------------------------------|
| 1.2.1 Build SaaS Environment – Production        | Tyler establishes a Production environment per the SaaS agreement |
| 1.2.2 Build SaaS Environment - Test              | Tyler establishes a Test environment per the SaaS agreement       |
| 1.2.2 Build SaaS Environment – Stage Environment | Tyler establishes a Stage environment per the SaaS agreement      |

##### Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client’s on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).



Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

#### Assumptions

- None

#### Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

#### Deliverables

| Deliverable                                         | Description                                                                                             |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>1.3.1 Migrate to SaaS Production for Testing</b> | Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use. |

#### Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

#### ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.



### **Integration Validation Assistance**

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

### **Testing and Validation Assistance**

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

### **Assumptions**

- Pre-production SaaS migration has been completed.
- All internal or 3<sup>rd</sup> party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

### **Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

#### Deliverables

| Deliverable                              | Description                                                                                            |
|------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>1.4.1 Org Chart Verification</b>      | Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed |
| <b>1.4.2 ECR Validation</b>              | Tyler updates ECR configuration to reflect the SaaS environment.                                       |
| <b>1.4.3 Testing Assistance Complete</b> | Tyler assists client with process testing and site verification. Client is responsible for testing.    |

#### Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, ByteVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support



until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

#### Assumptions

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- As part of the migration, Tyler will provide access to the newly deployed SaaS site that will become the future Production Environment. As part of this deployment and migration, Tyler will also upgrade the new SaaS Production Environment to a currently supported Enterprise Justice version. After the migration from the on-premise environment to the new SaaS environment, Tyler will manage all future upgrades, updates, and deployments of Enterprise Justice and supporting packages.

#### Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

#### Deliverables

| Deliverable                                                    | Description                                                                                         |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>1.5.1 Go-Live Data Migration</b>                            | Tyler migrates the on-premise Data to the SaaS Production environment                               |
| <b>1.5.2 Go-Live Image Migration</b>                           | Tyler migrates the on-premise Images to the SaaS Production environment                             |
| <b>1.5.3 Go-Live: First Record Created in SaaS Environment</b> | Client creates a new record or saves Data to an existing record in the SaaS Production environment. |

#### Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this



final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

#### **Assumptions**

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

#### **Client Involvement**

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

#### **Deliverables**

| Deliverable                          | Description                                                                           |
|--------------------------------------|---------------------------------------------------------------------------------------|
| <b>1.6.1 Project Closeout Report</b> | Report that indicates all deliverables have been completed and the project is closed. |

#### **Project Complete**

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.