



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under 37332.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

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

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and 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 Hidalgo County, TX.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals

and other training or self-help documentation.

- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, 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 software, 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.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached 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 K.
- **“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 Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy and in accordance with the Texas Prompt Payment Act.
3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
4. Affiliated Organizations for the Tyler Software.
 - 4.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
 - 4.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
 - 4.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. 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. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. 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. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) 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 further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2) and the Texas Prompt Payment Act.
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 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 G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 I(3). In the event of termination for cause, 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.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that

requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. 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 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 (a) 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.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, 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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE

INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, 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 I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** 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. 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. Notwithstanding the foregoing, Tyler and Client acknowledge and agree that the Tyler Software is being procured under the Sourcewell contract numbered 090320-TTI, and that pursuant to Section 6(B) of the Sourcewell contract, the terms of this Agreement must not be less favorable to Client than what is contained within the Sourcewell contract.
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. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. 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. This Agreement is being executed, delivered, and shall be performed in the County of Hidalgo, Texas; the laws of Texas shall govern its validity, construction, enforcement, and interpretation. Proper venue for any litigation arising from this Agreement shall be in a state or federal court of competent jurisdiction in or serving Hidalgo County, Texas.
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.

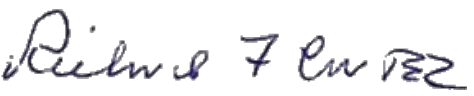
22. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. 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. Other Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of Amazon Web Services GovCloud Terms and Conditions, which are attached hereto as Exhibit G, ("Web Services"), Data Collect Mobile Terms and Conditions, which are attached hereto as Exhibit H ("Data Collect Mobile Agreement"), and Hosted Managed Services Terms and Conditions attached hereto as Exhibit I ("Hosted Managed Services ("HMS") Agreement") with respect to the software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates, so does Client's access to the SaaS Services.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party End User License Agreement(s) |
| | Schedule 1: DocOrigin Terms |
| Exhibit E | Implementation and Training Support Services |
| | Schedule 1: Data File Conversion Assistance |
| Exhibit F | Additional Terms for Mobility and Enforcement Mobile Hosted Components |
| | Schedule 1: Service Level Agreement for Hosted Components |
| Exhibit G | Web Services-Hosted Application Terms |
| Exhibit H | Data Collect Mobile Terms and Conditions |
| | Schedule 1: Service Level Agreement for Data Collect Mobile |
| | Schedule 2: Support Call Process for Data Collect Mobile |
| Exhibit I | Agreement For Hosted Managed Services (HMS) |
| Exhibit J | Civil Process |
| Exhibit K | 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.

Hidalgo County, TX

By: 
Bryan Proctor (Sep 28, 2022 11:56 EDT)

By: 
Richard F. Cortez

Name: Bryan Proctor

Name: Richard F. Cortez

Title: Division President

Title: Hidalgo County Judge

Date: September 27, 2022

Address for Notices:

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

Date: September 27, 2022

Address for Notices:

Hidalgo County
2802 S. Business Highway 281
Edinburg, TX 78539-6243
Attention: Richard F. Cortez, County Judge

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 27, 2022.

Agenda Item No. 87622

Executive Office: MS

VENDOR:

Tyler Technologies

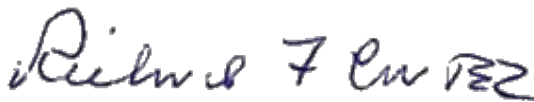
COUNTY:

COUNTY OF HIDALGO



Bryan Proctor (Sep 28, 2022 11:56 EDT)

Bryan Proctor, President, Public Safety Division

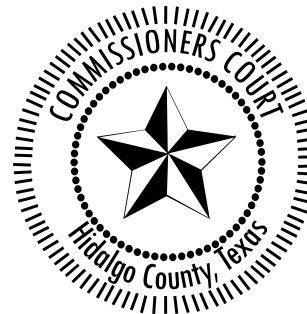


Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:





Amanda D. Austin, Assistant District Attorney



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)



Exhibit A

Investment Summary

The following Investment Summary details the software, products, 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.

Investment Summary prepared in accordance with Sourcewell Contract #090320-tti

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INVESTMENT SUMMARY

Tyler Software	\$ 1,252,055
Services	\$ 435,172
Third-Party Products	\$ 642,695
Travel	\$ 66,970
Total One-Time Cost	\$ 2,396,892
Annual Recurring Fees/SaaS	\$ 193,989
Tyler Software Maintenance	\$ 269,126



Quoted By:
Quote Expiration:
Quote Name:

Larry Wells
10/31/22
Hidalgo County, TX
Sourcewell 090320

Sales Quotation For:

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg TX 78539
Phone: +1 (956) 393-6000

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Justice				
Alliance Exchanges				
Civil Process with Enterprise Law Enforcement Records: User Lookup	\$ 0	\$ 0	\$ 0	\$ 0
Civil Process with Enterprise Law Enforcement Records: Global Subject Search and Selection	\$ 0	\$ 0	\$ 0	\$ 0
Civil Process with Enterprise Law Enforcement Records: Alert to Civil Process	\$ 0	\$ 0	\$ 0	\$ 0
Civil Process with Enterprise Law Enforcement Records: Geo Verification and Alert Generation	\$ 0	\$ 0	\$ 0	\$ 0
Civil Process with Enterprise Law Enforcement Records: Civil Paper Alert Creation and Updates	\$ 0	\$ 0	\$ 0	\$ 0
Enforcement Mobile with Enterprise Case Manager: File Citation with Court	\$ 0	\$ 0	\$ 0	\$ 0
Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Enterprise Records to Jail Manager	\$ 0	\$ 0	\$ 0	\$ 0
Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Jail Manager to Enterprise Records	\$ 0	\$ 0	\$ 0	\$ 0
Jail Manager with Enterprise Mobile: Mobile Field Arrest Pre-Booking	\$ 0	\$ 0	\$ 0	\$ 0
Jail Manager with Enterprise Mobile: Field Arrest Booking Inquiry	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Law Enforcement Records with Enterprise Case Manager: Add Order of Protection	\$ 0	\$ 0	\$ 0	\$ 0

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	Total	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Public Safety					
Computer Aided Dispatch					
Enterprise CAD Combined LE/Fire/EMS		\$ 156,400	\$ 62,560	\$ 93,840	\$ 19,706
BOLOs		\$ 17,000	\$ 6,800	\$ 10,200	\$ 2,142
CAD Auto Routing		\$ 17,000	\$ 6,800	\$ 10,200	\$ 2,142
CAD AVL		\$ 17,000	\$ 6,800	\$ 10,200	\$ 2,142
Service Vehicle Rotation (Wrecker, Ambulance)		\$ 17,000	\$ 6,800	\$ 10,200	\$ 2,142
Web CAD Monitor		\$ 40,000	\$ 16,000	\$ 24,000	\$ 5,040
E-911 Interface		\$ 18,000	\$ 7,200	\$ 10,800	\$ 2,268
CAD NCIC Interface		\$ 44,000	\$ 17,600	\$ 26,400	\$ 5,544
CAD Data Mart / Includes 10+ users		\$ 26,000	\$ 10,400	\$ 15,600	\$ 3,276
	Total	\$ 352,400	\$ 140,960	\$ 211,440	\$ 44,402
Law Enforcement Records Management System					
Enterprise Law Enforcement Records		\$ 194,000	\$ 77,600	\$ 116,400	\$ 24,444
Alarms		\$ 4,000	\$ 1,600	\$ 2,400	\$ 504
Briefing Notes		\$ 3,000	\$ 1,200	\$ 1,800	\$ 378
Equipment and Inventory		\$ 4,000	\$ 1,600	\$ 2,400	\$ 504
Gangs		\$ 4,000	\$ 1,600	\$ 2,400	\$ 504
Narcotics		\$ 4,000	\$ 1,600	\$ 2,400	\$ 504
Vehicle Tracking		\$ 4,000	\$ 4,000	\$ 0	\$ 0
Use of Force		\$ 4,000	\$ 1,600	\$ 2,400	\$ 504
Content Manager		\$ 36,000	\$ 14,400	\$ 21,600	\$ 4,536
NCIC Interface		\$ 82,000	\$ 32,800	\$ 49,200	\$ 10,332
Law Enforcement Records Management Data Mart / Includes 10+ users		\$ 26,000	\$ 10,400	\$ 15,600	\$ 3,276
	Total	\$ 365,000	\$ 148,400	\$ 216,600	\$ 45,486
Mobile					
Enterprise Law Enforcement Mobile Server Software		\$ 110,000	\$ 44,000	\$ 66,000	\$ 13,860
Law Enforcement Mobile Site License		\$ 165,000	\$ 8,250	\$ 156,750	\$ 32,918
-Enterprise Law Enforcement Field Mobile					
-LE Dispatch/Messaging/State/NCIC					
-Drivers License Mag Stripe Reader/Barcode Reader Interface					
-Mugshot Image Download					
-LE In-Car Mapping / AVL					
-LE In-Car Routing					
Field Reporting Site License		\$ 165,000	\$ 8,250	\$ 156,750	\$ 32,918

- LE Field Reporting
- LE Accident Reporting (requires Crash module in RMS)
- Field Investigation Field Reporting
- MCT Ticket Writer (requires Ticket Writer interface in RMS)
- Stop Data Reporting (requires Stop Data in RMS)
- Use of Force Reporting

Total	\$ 440,000	\$ 60,500	\$ 379,500	\$ 79,696
Civil Process				
SalesWeb (Property Sales)	\$ 5,000	\$ 0	\$ 5,000	\$ 1,050
GIS Connector	\$ 9,750	\$ 0	\$ 9,750	\$ 2,048
CivilQuery Public Access	\$ 5,000	\$ 0	\$ 5,000	\$ 1,050
CivilQuery Server (Internal Access)	\$ 5,000	\$ 0	\$ 5,000	\$ 1,050
CivilServe and Civil Mobile Enterprise License	\$ 244,900	\$ 0	\$ 244,900	\$ 51,429
Total	\$ 269,650	\$ 0	\$ 269,650	\$ 56,627
Other Software				
Workstation License	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
Enforcement Mobile				
License				
REF License - MDC or TABLET [205]	\$ 148,625	\$ 0	\$ 148,625	\$ 31,211
Total	\$ 148,625	\$ 0	\$ 148,625	\$ 31,211
Interface				
Interface: Enterprise Law Enforcement Records	\$ 0	\$ 0	\$ 0	\$ 0
Device Level - Enterprise Public Safety	\$ 0	\$ 0	\$ 0	\$ 0
CMS - Enterprise Justice	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
Task				
Task: Tow/Impound Report (standard)	\$ 6,935	\$ 0	\$ 6,935	\$ 1,456
Electronic Citations/Summons	\$ 6,935	\$ 0	\$ 6,935	\$ 1,456
Task: Driver Exchange Module	\$ 5,935	\$ 0	\$ 5,935	\$ 1,246
Task: Criminal Trespass Warning	\$ 6,435	\$ 0	\$ 6,435	\$ 1,351
Total	\$ 26,240	\$ 0	\$ 26,240	\$ 5,509
<i>Sub-Total</i>	\$ 1,601,915		\$ 1,252,055	\$ 262,931
<i><u>Less Discount</u></i>	<i><u>\$ 349,860</u></i>			<i><u>\$ 226,211</u></i>

TOTAL	\$ 1,252,055	\$ 1,252,055	\$ 36,720
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Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Recurring Costs			
Data Archive	\$ 4,000	\$ 0	\$ 4,000
Tyler Managed Services	\$ 50,000	\$ 0	\$ 50,000
Data Collect Mobile			
Data Collect Mobile [25]	\$ 11,250	\$ 0	\$ 11,250
Law Enforcement Records Management System			
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 60,000	\$ 24,000	\$ 36,000
Hosting			
Mobility Hosting Annual Fee	\$ 3,000	\$ 0	\$ 3,000
Amazon Web Services GovCloud	\$ 65,000	\$ 0	\$ 65,000
Subscription Fees			
Link Analysis	\$ 12,500	\$ 0	\$ 12,500
Enforcement Mobile			
Hosting Fee			
Hosting Fee	\$ 12,239	\$ 0	\$ 12,239
TOTAL			\$ 193,989

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Project Management	1	\$ 54,880	\$ 8,232	\$ 46,648	\$ 0
Mobility Implementation	1	\$ 2,320	\$ 348	\$ 1,972	\$ 0

Decision Support Software Service	2	\$ 4,350	\$ 1,305	\$ 7,395	\$ 0
NCIC Installation	1	\$ 21,025	\$ 3,154	\$ 17,871	\$ 0
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 21,750	\$ 3,263	\$ 18,487	\$ 0
CAD Training (10 users ea.)	3	\$ 4,350	\$ 1,958	\$ 11,092	\$ 0
CAD Go-Live Support	1	\$ 21,750	\$ 3,263	\$ 18,487	\$ 0
Web CAD Monitor Installation	1	\$ 1,160	\$ 174	\$ 986	\$ 0
E-911 Interface Installation	1	\$ 1,160	\$ 174	\$ 986	\$ 0
Law Enforcement Records Configuration (up to 5 agencies)	1	\$ 13,050	\$ 1,958	\$ 11,092	\$ 0
Law Enforcement Records Training (includes 10 trainers ea.)	1	\$ 4,350	\$ 653	\$ 3,697	\$ 0
Law Enforcement Records Go-Live Support	1	\$ 17,400	\$ 2,610	\$ 14,790	\$ 0
ENT LERMS IBR Submission (post Go-Live)	1	\$ 4,350	\$ 653	\$ 3,697	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Configuration	1	\$ 14,500	\$ 2,175	\$ 12,325	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Training (includes 10 trainers ea.)	2	\$ 4,350	\$ 1,305	\$ 7,395	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Go-Live	1	\$ 17,400	\$ 2,610	\$ 14,790	\$ 0
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
Civil Process Business Analysis and Process Planning	1	\$ 22,848	\$ 0	\$ 22,848	\$ 0
Civil Process Configuration and Deployment	1	\$ 16,016	\$ 0	\$ 16,016	\$ 0
Civil Process Personalization & Report Customization	1	\$ 14,560	\$ 0	\$ 14,560	\$ 0
Current and Future State Analysis	1	\$ 4,896	\$ 0	\$ 4,896	\$ 0
Odyssey Integration	1	\$ 7,280	\$ 0	\$ 7,280	\$ 0
Implementation Consultant	1	\$ 14,688	\$ 0	\$ 14,688	\$ 0
Civil Process Project Management	1	\$ 58,752	\$ 0	\$ 58,752	\$ 0
Civil Process Training	1	\$ 30,000	\$ 0	\$ 30,000	\$ 0
Data Collect Mobile Activation Services	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 9,062	\$ 0
Conversions				\$ 36,000	\$ 0
Enforcement Mobile					
Project Management	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0
Set Up & Config	1	\$ 15,200	\$ 0	\$ 15,200	\$ 0
Set Up & Configuration for Enterprise Public Safety Interface	1	\$ 0	\$ 0	\$ 0	\$ 0
Set Up & Configuration for Enterprise Justice Interface	1	\$ 0	\$ 0	\$ 0	\$ 0
Task: Language Translation	1	\$ 500	\$ 0	\$ 500	\$ 0
Training	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0
TOTAL				\$ 435,172	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
FZ-N1EBJZZKM / Panasonic, N1, 9.0 w/data and voice, long life battery	205	\$ 1,377	\$ 282,285	\$ 0	\$ 0
FZ-VZSUN120U / Panasonic, N1, Battery, Long Life	205	\$ 126	\$ 25,830	\$ 0	\$ 0
FZ-VSTN11BU / Panasonic, N1, Handstrap	205	\$ 39	\$ 7,995	\$ 0	\$ 0
FZ-SVTCHHUC5Y / Panasonic, Warranty, Ultimate Care, 5 year	205	\$ 335	\$ 68,675	\$ 0	\$ 0
CF-AA6373A3M / Panasonic, AC Adapter	205	\$ 53	\$ 10,865	\$ 0	\$ 0
FZ-VEBN111U / Panasonic, N1, F1, Single Cradle	205	\$ 266	\$ 54,530	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	205	\$ 30	\$ 6,150	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls					
per case	10	\$ 142	\$ 1,420	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	205	\$ 550	\$ 112,750	\$ 0	\$ 0
PA-CR-002A / Brother, Acc-Printer, RJ4200 Series, Docking/Mounting Station w Power and USB Connectivity	205	\$ 178	\$ 36,490	\$ 0	\$ 0
Enterprise Public Safety					
Lantronix UDS-1100	1	\$ 205	\$ 205	\$ 0	\$ 0
Embedded Third Party Software	1	\$ 29,500	\$ 29,500	\$ 6,195	\$ 6,195
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 6,000	\$ 0	\$ 0
<i>Sub-total</i>			\$ 642,695		\$ 6,195
<i>Less Discount</i>			<i>\$ 0</i>		<i>\$ 6,195</i>
TOTAL			\$ 642,695		\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 1,252,055	\$ 262,931
Total Annual	\$ 0	\$ 193,989
Total Tyler Services	\$ 435,172	\$ 0
Total Third-Party Hardware, Software, Services	\$ 642,695	\$ 6,195

Estimated Travel Expenses	\$ 66,970	\$ 0
Summary Total	\$ 2,396,892	\$ 463,115
Contract Total	\$ 2,860,007	

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS)	1	\$ 36,000	\$ 0	\$ 36,000
TOTAL				\$ 36,000

Optional Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
CAD Paging Interface	\$ 18,000	\$ 7,200	\$ 10,800	\$ 2,268
Twitter Interface	\$ 5,000	\$ 2,000	\$ 3,000	\$ 630
Total	\$ 23,000	\$ 9,200	\$ 13,800	\$ 2,898
<i>Sub-Total</i>	<i>\$ 23,000</i>		<i>\$ 13,800</i>	<i>\$ 2,898</i>
<i><u>Less Discount</u></i>	<i><u>\$ 9,200</u></i>			<i><u>\$ 2,898</u></i>
TOTAL	\$ 13,800		\$ 13,800	\$ 0

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Other Software			
Agency Intelligence Essentials [300]	\$ 18,000	\$ 0	\$ 18,000
TOTAL			\$ 18,000

Optional Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Data Collect Mobile Activation Services	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Twitter Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480	\$ 0
TOTAL				\$ 5,800	\$ 0

Optional Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enterprise Public Safety					
Lantronix UDS-1100	1	\$ 205	\$ 205	\$ 0	\$ 0
Enforcement Mobile					
CF-LNDDC120 / Panasonic, Vehicle charger-cigarette adapter	205	\$ 164	\$ 33,620	\$ 0	\$ 0
TOTAL			\$ 33,825		\$ 0

Assumptions

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Unless a Workstation License is included, Enterprise Public Safety CAD includes 16 licenses.

Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 48 licenses.

Personal Computers must meet the minimum hardware requirements for Enterprise Public Safety products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

Enterprise Public Safety product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions. Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software.

Client is responsible for any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

Tyler has included the Alliance exchanges listed within the Tyler Software section. Tyler's implementation team will work with the Client to determine which of these exchanges will be delivered for the go-live and which will be delivered post go-live.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Civil Process with Enterprise Law Enforcement Records: User Lookup - Civil Process can look up users in Enterprise Law Enforcement Records to link Civil Process users to Law Enforcement Records users.

Civil Process with Enterprise Law Enforcement Records: Global Subject Search and Selection - When adding subjects to a Civil Paper in Civil Process, users will be offered the option to search the Enterprise Law Enforcement Records database. Using the Name Lookup, users will be presented with a list of possible subject matches from the Enterprise Law Enforcement Records database. The user may select a subject from the Name Lookup results to link and copy information into Civil Process.

Civil Process with Enterprise Law Enforcement Records: Alert to Civil Process - When selecting a Law Enforcement Records subject, or when viewing a Civil Paper that has one or more paper subjects linked to RMS subjects, Civil Process requests and displays and Person alerts returned by RMS.

Civil Process with Enterprise Law Enforcement Records: Geo Verification and Alert Generation - Civil Process will access Enterprise Law Enforcement Records' address verification tools to assist users in verifying locations with the agency's GIS data. Verified addresses will return Location Alerts to Civil Process to show civil users. Civil Papers with a verified address will create a Location Alert for that address and will be updated as the Civil Paper is updated.

Civil Process with Enterprise Law Enforcement Records: Civil Paper Alert Creation and Updates - When Civil Process adds a subject linked to an Enterprise Law Enforcement Records global subject as a Person to be Served role on a Civil Paper, a message will be sent to Law Enforcement Records to create a person alert for that Global Subject. An alert can then expire due to a served or closed paper, deleted, or updated.

Enforcement Mobile with Enterprise Case Manager: File Citation with Court - When law enforcement officer issues an electronic ticket, they will submit it to the court. The court can configure the eCitation to land in the Document Workflow queue to be reviewed by staff prior to case initiation, or the case can be auto created without review.

Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Enterprise Records to Jail Manager - Once persons have been identified in both systems as being the same person, Enterprise Records sends updated security alerts to Jail Manager.

Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Jail Manager to Enterprise Records - Once persons have been identified in both systems as being the same person, Jail Manager sends new and updated demographic and custody information to Enterprise Records.

Jail Manager with Enterprise Mobile: Mobile Field Arrest Pre-Booking - During the arrest process, an officer can enter information on the subject and hold details in Mobile, which submits pre-booking record to Jail Manager.

Jail Manager with Enterprise Mobile: Field Arrest Booking Inquiry - After a booking has been processed in Jail Manager, the officer can query for that booking record from Enterprise Mobile by booking number and ORI, view a summary of the booking information, and pre-populate booking data into the arrest report screens.

Enterprise Law Enforcement Records with Enterprise Case Manager: Add Order of Protection - During any phase of a case, if an order for protection is issued, Court sends order for protection information to RMS for creation and association to person/s. Includes creating the Order of Protection and internal notifications; receiving updates with notifications; pushing service completion and sending a create request.

SceneDoc Android users are recommended to use the following hardware (minimum OS version 7): Google Pixel, Kyocera Duraforce Pro, Samsung S7 and above, Note 7 and above, Sonim XP8, HTC Nexus 9 and above, and Samsung Galaxy Tab S3 and above. SceneDoc iOS users are expected to use any iOS device that has OS version 11 or above. The following printers are supported by SceneDoc's Android and iOS mobile applications: Brother PocketJet 763MFI (8 inch), Brother RuggedJet 4230 B (4 inch), Brother RuggedJet 4030 Ai (4 inch), and Zebra ZQ520 (4 inch). The following web browsers are recommended when using SceneDoc's web console: Firefox, Chrome, Internet Explorer (IE) 11 and the latest version of Microsoft Edge. Please note older versions of IE are NOT supported including using compatibility modes in IE.

An unlimited Law Enforcement Mobile Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

AVL requires third-party GPS hardware.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

A Workstation License for up to 600 workstations for the Licensed Standard Software and an unlimited Mobile, ShieldForce and Field Base Reporting Site License included for the following agencies:

- Hidalgo County Sheriff Office
- Hidalgo County Constable Precincts 1 - 5

The above pricing is in accordance with Sourcewell 090320.

Comprehensive Public Safety Software Solution

Single/Multi-Jurisdictional Dispatch Software

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	Radio Location

Records Management Software for Single/Multi-Jurisdictional Law Enforcement

Arrests	Impounded Vehicles	Training	Equipment and Inventory	<i>Available Interfaces</i>	MiDEx
Buildings	Incidents	Wants and Warrant	Gangs	Livescan	LACRIS
Businesses	Investigations		Hazardous Materials	Ticket Writer	NCIC
Case Management	Order of Protection	<i>Additional Modules</i>	Narcotics	Citizen Reporting	
Case Processing	Personnel	Alarms	Pawn Shops	COPLINK	
Citations	Property and Evidence	Bookings	Permits (Guns)	Accurant Crime Analysis	
Dynamic Reporting	Records Request	Briefing Notes	Scheduling	LINX	
Field Interviews	Registered Offenders	Crash	Content Manager	Evidence	
IBR/Clery Reporting	Standard Reporting	Stop Data	Use of Force	SECTOR	

Records Management for Fire Departments

Activity Reporting and Scheduling	Hazardous Materials	Personnel/Education	NFIRS/NEMSIS 5.0 Reporting	Fire Permits
Investigations	Hydrant Inventory and Inspections	Pre-Plans	<i>Additional Modules</i>	Inventory
Business Registry	Incident Tracking	Station Activity Log	Data Analysis/Management	LOSAP Tracking and Reporting
		BLS/ALS	Equipment Tracking	Vehicle Tracking and Maintenance

Corrections Management Software

Tyler Corrections	NorthPoint Classification	Biometric Identification	<i>Available Interfaces</i>	TDEx
eSignatures	Mobility – Inmate Tracking	Biometric Hyperplance	Livescan	Jail Manager Integration
Mugshots	Jail Data Export		VINE	Toolkit
				Enterprise Custom Reports

Mobile Computing

Dispatch/Messaging/State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

Mobility Software

Law Enforcement Field Mobile	Fire Field Mobile	Data Collect Mobile
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Analytics

Data Marts	Public Safety Analytics	Agency Intelligence
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2021-290264-VONOS5



Exhibit B

Invoicing and Payment Policy

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

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

One-Time Fees

1. Tyler Software.

1.1 License fees will be invoiced in the following increments:

Invoicing Date	Invoiced Amount
Invoiced January 1, 2023	\$626,028
Invoiced October 30, 2023	\$313,014
Invoiced January 1, 2024	\$313,014
Total:	\$1,252,056

2. Professional Services.

2.1 Implementation and other professional services (including training), conversions, Project Management, and other fixed price services will be invoiced upon completion of the following milestones:

Project Stage-SOW	Deliverable / Milestone	Invoiced Amount
6.1	Initiate and Plan Stage Completion 1/1/2023	\$50,133
6.2	Assess & Define Stage Completion	\$50,133
6.3	Prepare Solution Stage Completion	\$50,133
6.4	Production Readiness Stage	\$100,265
6.5	Production Stage Completion (Go-Live)	\$125,332
6.6	Close Stage Completion	\$125,332
	Total:	\$501,328

3. Third Party Products and Travel.

3.1 Third Party Software, including Red Hat Enterprise Linux, Hardware and Services, and Travel are invoiced as follows:

Invoicing Date	Invoiced Amount
The date when the Third-Party Products are delivered	\$686,395
Travel to be invoiced as incurred	\$63,570
Total:	\$749,965

Your initial 3-year subscription fees for RedHat, as identified in Exhibit A, will begin when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

Annual Fees

- Maintenance and support fees (including Esri and Embedded Third Party Software) will be invoiced in the following increments:

Maintenance and Support Term	Maintenance and Support Fees (Edina only)
Month 0-18 (18 Months beginning on the Effective Date)	\$0 (Waived)
Year 1 (One year beginning 18 months from Effective Date)	\$269,126

Subsequent maintenance and support fees will be invoiced annually in advance at our then current rates.

2. Other Annual Services and Fees.

- 1.1 Data Collect Mobile Fees, Public Safety Analytics Fees, Mobility Hosting Fees, Amazon Web Services GovCloud Fees, Link Analysis SaaS Fees, Tyler Managed Services and Enforcement Mobile Hosting Fees will be invoiced on the date we make the applicable environment available to you and will have a one year term that commences on such date. Subsequent annual services will renew automatically for additional one (1) year terms at our then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Such fees shall be invoiced annually in advance of the anniversary of such date.

Service Provided	Invoiced Amount
Data Collect Mobile [25]	\$11,250
Public Safety Analytics	\$36,000
Mobility Hosting Fee	\$3,000
Amazon Web Services GovCloud	\$65,000
Link Analysis SaaS Fee	\$12,500
Tyler Managed Services	\$50,000
Enforcement Mobile Hosting Fee	\$12,239
Total:	\$189,989

4. Travel Expenses. The service rates in the Investment Summary do include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date, subject to any other timeframe indicated under the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense 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

Maintenance and Support Agreement

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

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. Subject to Commissioners Court review, the term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice, subject to any other timeframe indicated under the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as “Defect” is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D
Third Party End User License Agreement

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END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS



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6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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Exhibit D
Schedule 1
DocOrigin End User License Agreement

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DocOrigin

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- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:

- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
- B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
- C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E

Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

4. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System
 - Build system user-ids and applicable authorizations
 - Migrate all Message Switch data from the old server to the new server (if applicable)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase



Exhibit E
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
 - a. Microsoft SQL Server database
 - b. Microsoft Access database
 - c. Microsoft Excel spreadsheet
 - d. An ASCII format delimited text file, including embedded column headers and text delimiters.
2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.



Exhibit F

Additional Terms for Mobility and Enforcement Mobile Hosted Components

We will provide you with the Mobility and Enforcement Mobile hosted components of Tyler Software indicated in the Investment Summary of this Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
 - 1.1. **"Hosted Components"** means the Mobility and Enforcement Mobile hosted components of Tyler Software identified in the Investment Summary.
 - 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Hosted Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this Exhibit F.
 - 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services. A copy of Tyler's current SLA is attached hereto as Schedule 1.
 - 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
2. Hosting Terms for the Hosted Components.
 - 2.1. We will either host or engage Third Party Services in order to host the Hosted Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit F, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
 - 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Hosted Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
 - 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit F Schedule 1 Service Level Agreement for Hosted Components

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

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 which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a 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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one 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. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any

remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit G

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

3. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 3.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 3.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 3.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 3.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 3.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 3.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 3.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 3.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 3.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 3.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 3.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
4. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence when we make the environment available to you and will continue for one (1) year. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
5. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
6. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
7. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

8. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
9. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit H

Additional Terms for Data Collect Mobile Subscription Services

We will provide you with the Data Collect Mobile Subscription Services indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
 - 1.1. **"Access Protocols"** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, and interfaces as may be necessary to allow Subscriber or any Authorized Named Users to access the Data Collect Mobile Subscription Services.
 - 1.2. **"Authorized Named Users"** means: (a) if Subscriber's is an entity other than an educational institution, employees, representatives, consultants, contractors or agents who are authorized to use the Data Collect Mobile Subscription Services on behalf of Subscriber and have been supplied user identifications and passwords for this purpose; and (b) if Subscriber is an educational institution, students enrolled in a course utilizing the Data Collect Mobile Subscription Services and the teacher or professor of the students who are authorized to use the Data Collect Mobile Subscription Services on behalf of Subscriber for the purpose of the course and have been supplied user identifications and passwords for this purpose.
 - 1.3. **"Investment Summary"** means the agreed upon cost proposal for the software, products, and Professional Services.
 - 1.4. **"Professional Services"** means any services provided by Data Collect Mobile to Subscriber under this Agreement as set forth in an Investment Summary, including, but not limited to, provision of the Data Collect Mobile Subscription Services, the Data Collect Mobile System, and Professional Services.
 - 1.5. **"Data Collect Mobile Subscription Services"** means the agency management system delivered by Data Collect Mobile to Subscriber using and including the Data Collect Mobile System and the services provided thereby, and for Subscribers that are educational institutions such services and the Data Collect Mobile System accessible to provide such services, including content thereof, shall be limited and tailored to that required for the course being offered by the Subscriber to students who are Authorized Named Users as controlled by the Subscriber.
 - 1.6. **"Data Collect Mobile System"** means the technology, including software, and interfaces used by Data Collect Mobile to deliver the Data Collect Mobile Subscription Services to the Subscriber.
 - 1.7. **"Subscriber Content"** means any content provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the Data Collect Mobile Subscription Services. For a Subscriber who is an educational institution this may include institution data and student data.
 - 1.8. **"Term"** has the meaning set out in section 2.9 of this Exhibit H to the Agreement.

2. Data Collect Mobile Subscription Services.

- 2.1. Orders. Subscriber may request that Tyler provide the Data Collect Mobile Subscription Services as specified in an Order Form. Tyler will provide the Data Collect Mobile Subscription Services in accordance with the applicable Investment Summary.
- 2.2. License Grant and Access. Subject to the terms and conditions of the Agreement, to support the Data Collect Mobile Subscription Services during the Term of the Data Collect Mobile Subscription Services, Tyler grants to Subscriber a non-exclusive, non-transferable, non-sublicensable license to do the following, solely for Subscriber's internal business purposes disclosed to us as of the Effective Date and subject to and in accordance with the Documentation, the applicable Order Form, and the terms of the Agreement: (a) access and use the Data Collect Mobile Subscription Services; (b) internally use and reproduce the Documentation; and (c) grant Authorized Named Users the right to access and use the Data Collect Mobile Subscription Services in accordance with the terms of the Agreement and the applicable Investment Summary. The Data Collect Mobile software applications are licensed, not sold, to you, and Tyler and its licensors retain ownership of all copies of the Data Collect Mobile software applications even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices"). All use of any such software by Subscriber will be governed by and subject to the terms and conditions of the Agreement. Client shall ensure all copies of downloaded software will be removed from Devices belonging to, or in the possession of, persons who cease to be Authorized Named Users of Subscriber.
- 2.3. Access. Subject to Subscriber's payment of the Fees, and subject to any restriction set forth in the applicable Investment Summary, such as but not limited to a limit on the number of Authorized Named Users, Tyler will provide each Subscriber with access to the Data Collect Mobile Subscription Services during the Term in accordance with the Agreement, including the applicable SLA. Tyler will provide to Subscriber the necessary Access Protocols and network links or connections to allow Subscriber and its Authorized Named Users to access the Data Collect Mobile Subscription Services in accordance with the Access Protocols. Subscriber will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Data Collect Mobile Subscription Services, and the Professional Services, and will notify Tyler promptly of any such unauthorized use known to Subscriber. A Subscriber that is an educational institution will control the access and use of the Data Collect Mobile Subscription Services and information available therein, so that its Authorized Named Users utilize the Data Collect Mobile Subscription Services only as the Data Collect Mobile Subscription Services are required for the course being offered by the Subscriber.
- 2.4. Authorized Named Users. Subscriber may permit any Authorized Named Users to access and use the features and functions of the Data Collect Mobile Subscription Services, in accordance with section 2.2 and the other terms of this Agreement, and the applicable Order Schedules. Each Authorized Named User will be assigned a unique user identification name and password ("User ID") for access to and use of the Data Collect Mobile Subscription Services. User IDs can only be used by one Authorized Named User at a time and cannot be shared with any other persons or entities. Subscriber will ensure that only Authorized Named Users are allowed to access and use the Data Collect Mobile Subscription Services on behalf of the Subscriber. Upon request the Subscriber shall provide Tyler with a list of all Authorized Named Users. If Subscriber is not an educational institution it shall bear full responsibility, liability and obligations for Authorized Named Users under the Agreement. If Subscriber is an educational institution it shall bear full responsibility for informing all Authorized Named Users of their obligations that are commensurate to

Subscriber's obligations set out in the Agreement as applicable.

- 2.5. It is acknowledged that as a recurring part of Subscriber's business operations, Subscriber may need to grant access to the Data Collect Mobile Subscription Services to persons within entities outside the entity that is Subscriber ("Additional Users"), such as Crown or District Attorney's office's, Court offices and other entities that are part of the ecosystem within which Subscriber operates and to whom Subscriber must provide access to specific Subscriber Content. Subscriber shall be permitted to extend such rights through appointing such Additional Users as Authorized Named Users under the Agreement and the applicable Investment Summary provided such use is subject to the terms and conditions of the Agreement. Further, Subscriber agrees to be responsible for any breach of the terms and conditions of the Agreement by Additional Users.
- 2.6. Subscriber's Data Collect Mobile Subscription Services usage rights may be defined in part by a limitation on the permitted number of Authorized Named Users, and the permitted amount of data storage used at any time by Subscriber for Subscriber Content may be defined by reference to the number of Authorized Named Users. In any such case, if at any time Subscriber's number of Authorized Named Users is reduced, Subscriber's permitted data storage limits will automatically be reduced accordingly.
- 2.7. Availability of Subscriber Content. Subscriber will make available to Tyler all Subscriber Content or other information or documentation necessary or desired for Tyler to provide the Data Collect Mobile Subscription Services or make available the Data Collect Mobile Subscription Services. Subscriber will obtain all third-party licenses, consents and permissions needed for Tyler to use the Subscriber Content to provide the Data Collect Mobile Subscription Services or make available the Data Collect Mobile Subscription Services. Subscriber shall update all Subscriber Content and inform Tyler of updates as necessary for the Subscriber Content to be current and accurate, and Subscriber shall make such updates in a timely manner and shall require each Authorized Named User to provide current and updated information to the Subscriber. Nothing in this provision shall be construed to require Subscriber to make available Subscriber Content, information, or document in violation of applicable law.
- 2.8. Subscriber Content. As between Subscriber and Tyler, Subscriber will at all times remain the exclusive owner of the Subscriber Content. Subscriber hereby grants to Tyler a non-exclusive, worldwide, royalty-free and fully paid license to use: (a) the Subscriber Content as necessary to provide the Data Collect Mobile Subscription Services to Subscriber; and (b) aggregated and anonymized Subscriber Content to: (i) improve the Data Collect Mobile Subscription Services and Data Collect Mobile's related product and service offerings; (ii) create new products and services relating to the Data Collect Mobile Subscription Services (including analytics services such as providing benchmarking); and (iii) generate and disclose statistics regarding use of the Data Collect Mobile Subscription Services, provided, however, that no statistics relating solely to the Subscriber will be disclosed to third parties without the Subscriber's consent. Except as expressly specified in the Agreement, Subscriber's provision of or Tyler's collection of the Subscriber Content hereunder does not transfer to Tyler or any third party any rights in or ownership thereof. Should any personal information, incorporated in the Subscriber Content or otherwise, be provided to Tyler relating to the Subscriber, Authorized Named Users or any other person, Subscriber consents to allow Tyler to utilize that personal information in a reasonable manner, to use and store the personal information for the purpose of providing the Data Collect Mobile Subscription Services, and to transfer such personal information outside of Canada (in which instance such personal information will be treated in accordance with applicable foreign laws that may differ from the laws of Canada) for the purpose of storage and use of the personal information by Tyler. Subscriber shall obtain in advance all

requisite and commensurate consents with the foregoing from each Authorized Named User or other person whose personal information Subscriber provides to Tyler.

2.9. Term & Termination of Data Collect Mobile Subscription Services.

2.9.1. The term for Data Collect Mobile Subscription Services commences on the date we make the applicable environment available to you and will continue for an initial period of one (1) year, or for such other period of time as is specified in an Order Schedule, or agreed upon by the parties in advance in writing (the "Initial Term"). After the expiration of the Initial Term or any renewal term, the Data Collect Mobile Subscription Services will automatically renew for additional, successive twelve (12) month terms, or such other period of time or no time at all as mutually agreed to writing or in the applicable Investment Summary (each a "Renewal Term", and collectively with the Initial Term being the "Term") unless either party gives written notice of non-renewal to the other party at least forty-five (45) days prior to the expiration of the then-current Term.

2.9.2. Effect of Data Collect Mobile Subscription Services Termination. Upon termination or expiration of Data Collect Mobile Subscription Services for any reason: (a) Subscriber access to the Data Collect Mobile Subscription Services and Data Collect Mobile System shall be revoked; (b) Subscriber shall immediately cease using the Data Collect Mobile Subscription Services, Data Collect Mobile System and Documentation; (c) within ten (10) days after the date of termination each party shall comply with the obligations to return all Confidential Information of the other party; and (d) for one hundred twenty (120) days following after the date of termination Tyler will make available the Subscriber Content for export by Subscriber in accordance with section 3.2 of Exhibit I to this Agreement, after which time Data Collect Mobile shall discontinue all use of Subscriber Content and use commercially efforts to destroy all copies of Subscriber Content in its possession.

2.9.3. Effect of Agreement Termination. The foregoing notwithstanding, termination or non-renewal of the Agreement will automatically terminate the Data Collect Mobile Subscription Services Term without further action by either party.

3. Subscriber Content and Responsibilities.

3.1. Subscriber Warranty. Subscriber represents and warrants that any Subscriber Content accessed by Tyler as part of the Data Collect Mobile Subscription Services shall not at any point in time: (a) infringe, misappropriate or violate any Intellectual Property Rights or publicity/privacy rights of any third party, or any law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended by Subscriber to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of Tyler or any third party. Tyler is not obligated to back up any Subscriber Content. The Subscriber is solely responsible for creating backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber agrees that any use of the Data Collect Mobile Subscription Services contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the Data Collect Mobile Subscription Services and a breach of the Agreement.

3.2. Subscriber Responsibility for Data and Security. Subscriber and its Authorized Named Users shall have access to the Subscriber Content and Subscriber shall be responsible for all changes to Subscriber Content

and the security of all User IDs and other Access Protocols required in order to access the Data Collect Mobile Subscription Services. Subscriber shall have the ability to export copies of Subscriber Content out of the Data Collect Mobile System. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content. Upon termination of Data Collect Mobile Subscription Services, Subscriber shall be responsible for all costs relating to the download or other transfer of any Subscriber Content in accordance with section 2.7 of Exhibit I to this Agreement. Tyler will store Subscriber Content in Canada for Subscribers located in Canada and will store Subscriber Content in the USA for Subscribers located in the USA. Subscriber is responsible for compliance with all applicable laws relating to the Subscriber Content, including laws relating to data, personal information, and privacy, and for obtaining all required consents relating to the Subscriber Content.

- 3.3. Subscriber Representations & Warranties. Subscriber represents, warrants and covenants to Tyler as follows: (a) it is the owner or has valid license rights to the Subscriber Content and it has full power and authority to utilize the Subscriber Content and to grant Tyler rights to utilize the Subscriber Data in accordance with the terms of this Agreement; (b) Subscriber exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement, or would interfere with the use of the Subscriber Content provided under this Agreement and the Agreement; (c) the Subscriber Content is not, nor will be, in violation of any laws or third party Intellectual Property Rights, and the use of the Subscriber Content in accordance with the Agreement is not, nor will be, in violation of any laws or third party Intellectual Property Rights; (d) all Subscriber Content and Subscriber's use of the Data Collect Mobile Subscription Services and Data Collect Mobile System does and will comply with all applicable laws; and (e) neither the Agreement nor the performance of or exercise of rights under the Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing upon the execution of this Agreement) to which Subscriber is a party or by which it may be bound, or constitute a default thereunder.



Exhibit H
Schedule 1
Service Level Agreement for Data Collect Mobile

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 2 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

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 which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a 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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one 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. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by

contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



**Exhibit H
Schedule 2
Support Call Process for Data Collect Mobile**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

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

Support Resources

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

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

Support Availability

Tyler Technologies support is available during the local business hours of Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	
Boxing Day (Canada only)	Civic Day (Canada only)

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority 1: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Incident Escalation

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

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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



Exhibit I
Agreement For
Hosted Managed Services ("HMS")

Invoice to: Hidalgo County, Texas

Contact:

Address: 711 El Cibolo Rd., Edinburg, TX 78539

Telephone: (956) 393-6000

Client agrees to purchase, and Tyler agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Hosted Managed Services Agreement (herein "HMS Agreement") is effective as of the date the environment is made available to the Client, and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the HMS Agreement will, subject to Client's governing body's approval, automatically renew for additional one year terms, at Tyler's then-current rates, unless terminated by Client at least thirty (30) days' in advance of the upcoming renewal date.

The headings used in the HMS Agreement are for reference purposes only and shall not be deemed a part of this HMS Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this HMS Agreement covers only the services described below, for the internal business operations of the Oregon State Police Department.

III. Payment:

1. Client agrees to pay Tyler the annual fee as invoiced per the terms in Exhibit B, Invoicing and Payment Policy, and subject to the Texas Prompt Payment Act. Thereafter, payments for any renewal period will be due annually in advance.
2. Any Hosted Managed Services and/or related materials performed or supplied by Tyler for Client that are not in-scope, as defined herein, will be invoiced to Client on a time and materials basis at Tyler's then-current rates in accordance with the Agreement.

IV. Scope of Services:

Tyler will perform system administrative tasks on the AWS environment to include the following items:

- a) Infrastructure Monitoring

- b) System Software Monitoring
- c) Database Administration
- d) Data Backup
- e) Service Packs and Tyler Application Updates

Tyler will also provide the following services for the benefit of Client:

- a. Hosted Managed Services Service is available during Tyler's then-current business hours.
- b. HMS services are restricted to the Amazon Web Services infrastructure and environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
 - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.

V. Client Responsibilities:

- a. Client shall install and maintain for the duration of this HMS Agreement a stable high-speed network connection available to connect to the AWS environment, and for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.
- b. Client is responsible for all on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.
- d. Client is responsible for its GIS data including
 - Maintaining its GIS Data using Esri ArcGIS Desktop/Pro software
 - Pushing GIS data updates within the Tyler Software



Exhibit J

Civil Process Product Suite - Scope of Project - Statement of Work

Implementation Guide:

- Tyler Technologies will provide an Implementation Guide containing the following:
 - A document providing an overview of support.
 - A spreadsheet which outlines the reference data needed to configure CivilServe along with an instructional sheet to assist in completing the spreadsheet.
 - Sign-off sheets for hardware/software requirements and customer responsibilities.
 - An overview of what a site visit entails.
 - A form to update with contact information.

Site Visit:

- A Tyler Technologies consultant will visit your office to walk through current procedures and help gather required forms and letters. This understanding of the way your county does business is invaluable in personalizing and configuring your system as well as designing a training plan that will best suit your needs.

Installation and Training:

- Our project manager will work with your County project manager and your I.T. department to schedule the installation.
- Our trainer will work with your county project manager to create a custom training schedule that allows your office to maintain your day to day operations during training.

After Site Visit:

- County will complete and return configuration spreadsheet, sign-off sheets, and contact form.
- All letters and/or correspondence needed in CivilServe will be sent to Tyler Technologies in Microsoft Word format.
- Any additional examples of custom report requests need to be sent to Tyler Technologies project manager.

Personalization and Configuration Prior to Training:

- Civil Process will personalize and configure your county's database based on the site visit.
- Civil Process will bookmark letters to be integrated with CivilServe.
- Custom reports will be created for your county.

Prior to Training:

- Installation will be completed.
- Course training materials will be provided to your county.

Training & Go-Live:

- Training will be provided by our experienced trainer.
- Go live while trainer is on-site and available for assistance.



Exhibit K Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

Hidalgo County Sheriff

SOW from Tyler Technologies, Inc.

8/22/2022

Presented to:

711 Cibolo Road
Edinburg, TX 78539

Contact:

Larry Wells
Email: Larry.Wells@TylerTech.com
840 W Long Lake Rd., Troy, MI 48098

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

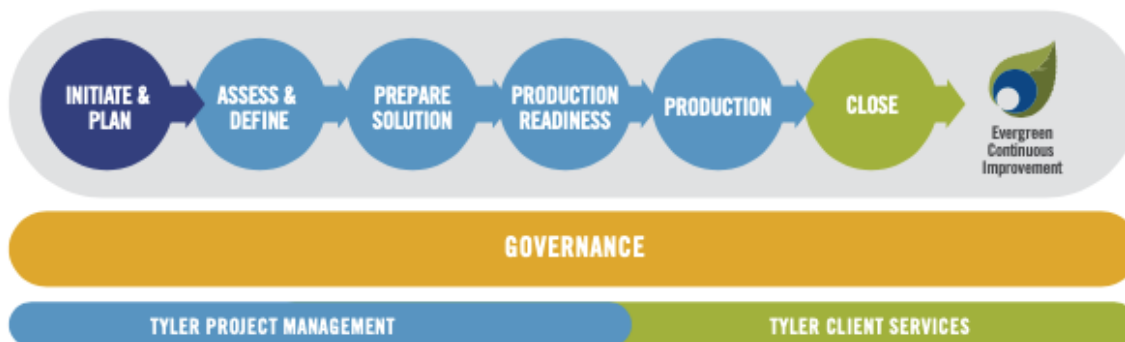
1.3 Methodology

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

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



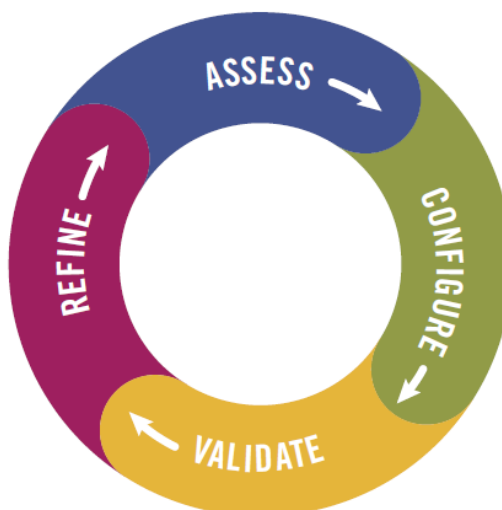
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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



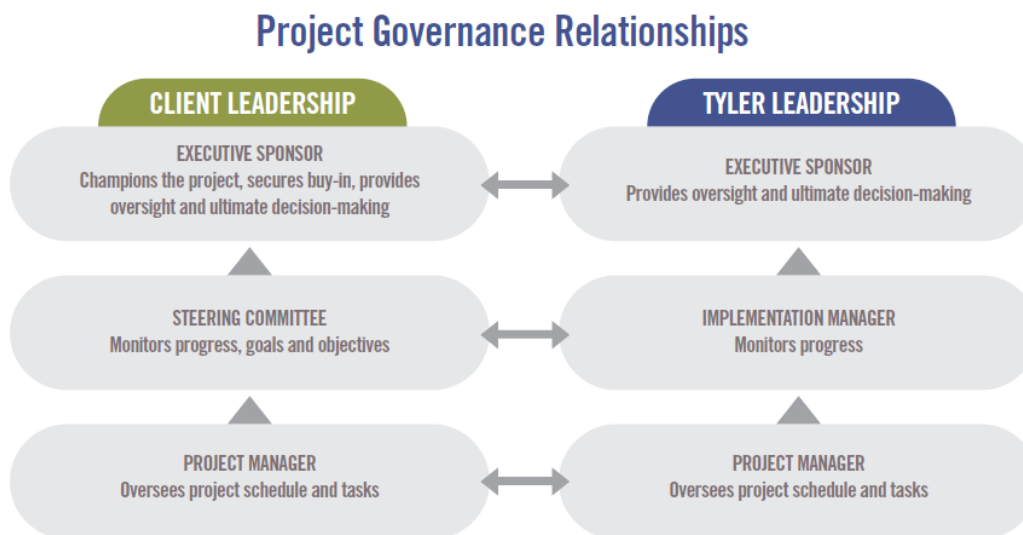
Part 2: Project Foundation

2. Project Governance

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

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

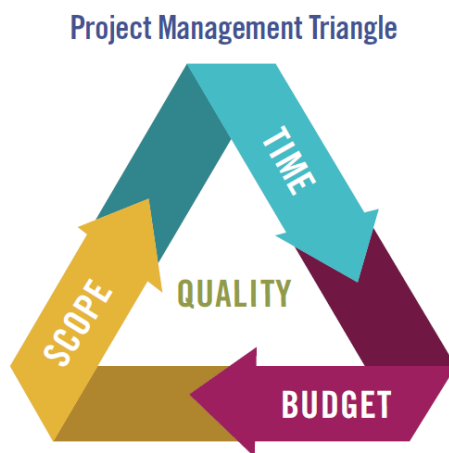
The chart below illustrates an overall team perspective where Tyler and the Hidalgo County SA collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Hidalgo County SA; for example, the Hidalgo County SA may decide it no longer

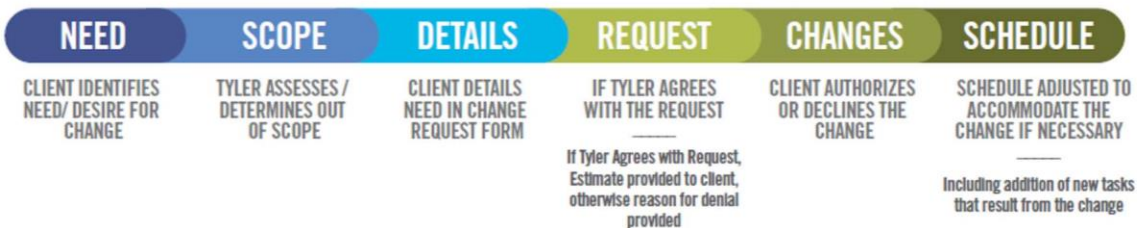


needs a deliverable originally defined in the Project. The Change Request will include the following information:

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

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

Change Request Process



4. Acceptance Process

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

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

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

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

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

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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



- Collaborates with the Hidalgo County SA project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Hidalgo County SA.
- Loads Hidalgo County SA provided GIS data into the system.

5.1.7 Tyler Systems Management Services

- Manages incoming Hidalgo County SA issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support for Hidalgo County SA systems, operating systems, peripheral hardware, and SQL assistance for the systems and platform directly attributable to the Tyler applications.
- Tracks issues for timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.
- Troubleshoots server and workstation issues.
- Migrates Tyler applications and databases to new hardware.
- Maintains systems and provide database and server administration.
- Provides proactive monitoring of Tyler application and/or database server(s).
- Performs server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

5.2 Hidalgo County SA Roles & Responsibilities

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

5.2.1 Hidalgo County SA Executive Sponsor

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

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

5.2.2 Hidalgo County SA Steering Committee

The Hidalgo County SA steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Hidalgo County SA project manager and Project through participation in regular internal meetings. The Hidalgo County SA steering committee remains updated on all Project progress,



Project decisions, and achievement of Project milestones. The Hidalgo County SA steering committee also serves as primary level of issue resolution for the Project.

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

5.2.3 Hidalgo County SA Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.



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

5.2.3.4 Resource Management

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

5.2.4 Hidalgo County SA Functional Leads

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



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

5.2.5 Hidalgo County SA Power Users

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

5.2.6 Hidalgo County SA End Users

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

5.2.7 Hidalgo County SA Technical Lead

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



- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Hidalgo County SA's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Hidalgo County SA GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Hidalgo County SA GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Hidalgo County SA Upgrade Coordination

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

5.2.8 Hidalgo County SA Change Management Lead

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



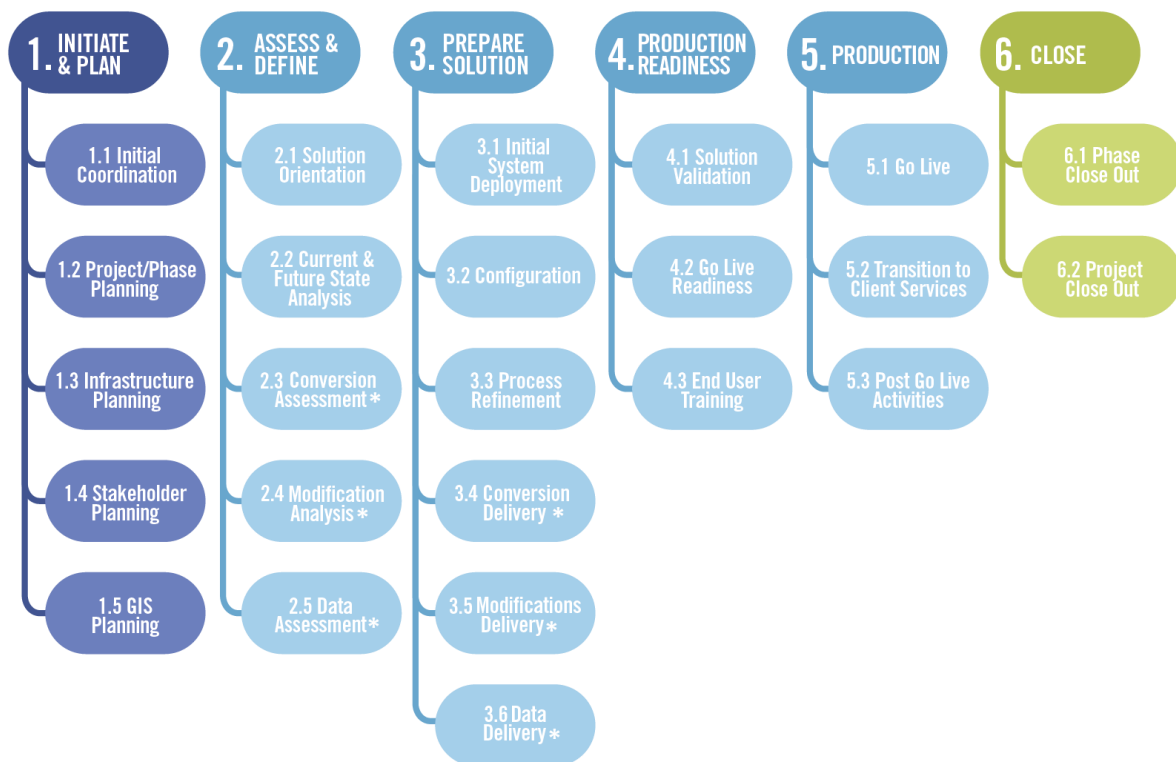
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Hidalgo County SA project team.

STAGE 1	Initial Coordination																
	Tyler								Hidalgo County SA								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Hidalgo County SAproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Hidalgo County SA		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

- Hidalgo County SA has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

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

Objectives:

- Ensure the Hidalgo County SA's infrastructure meets Tyler's application requirements.
- Ensure the Hidalgo County SA's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
---------	-------------------------



	Tyler							Hidalgo County SA									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

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

6.1.4 Stakeholder Meeting

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

Objectives:

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

STAGE 1	Stakeholder Meeting	
	Tyler	Hidalgo County SA



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

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Hidalgo County SA offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Hidalgo County SA GIS data sources and formats.
- Tyler to understand the Hidalgo County SA's GIS needs and practices.
- Ensure the Hidalgo County SA's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	Hidalgo County SA



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Hidalgo County SA is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Hidalgo County SA
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)



6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Hidalgo County SA for current and future state analysis.

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

The Hidalgo County SA and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The



options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

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

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

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

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

Inputs	Hidalgo County SA current state documentation
	Solution Orientation completion

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

Work package assumptions:



- Hidalgo County SA attendees possess sufficient knowledge and authority to make future state decisions.
- The Hidalgo County SA is responsible for any documentation of current state business processes.
- The Hidalgo County SA can effectively communicate current state processes.

6.2.3 Conversion Assessment

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

Objectives:

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

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

Inputs	Hidalgo County SA Source data
	Hidalgo County SA Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Hidalgo County SA Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:



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

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

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

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

- All licensed software is installed and operational.
- The Hidalgo County SA can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Hidalgo County SA



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

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

Work package assumptions:

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

6.3.2 Configuration

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

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



Objectives:

- Software is ready for validation.
- Educate the Hidalgo County SA Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Hidalgo County SA								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	C		C			
			A	R							I	I		I			
			I	C							A	R		C			
			A	R			C				I	C		C			C
			C	C								A	R		C		

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Hidalgo County SA is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

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



Objectives:

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	



	Completed Hidalgo County SA-specific process documentation (completed by Hidalgo County SA)	
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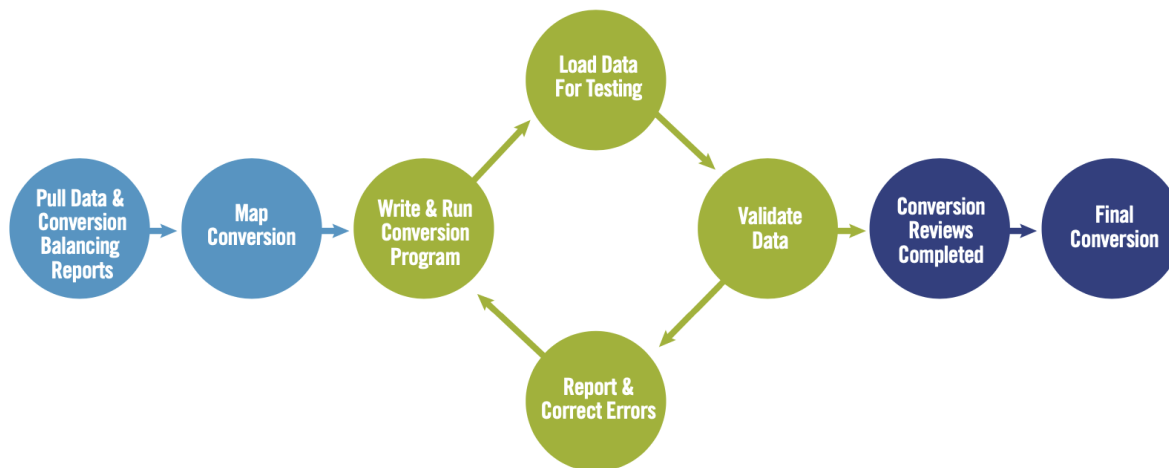
Work package assumptions:

- None

6.3.4 Conversion Delivery

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

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



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Hidalgo County SA



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

Inputs	
	Data Conversion Plan
	Configuration

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

Work package assumptions:

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



6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

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

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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

6.4.1 Solution Validation

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

Objectives:

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

STAGE 4	Solution Validation	
	Tyler	Hidalgo County SA



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

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

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

Work package assumptions:

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

6.4.2 Go-Live Readiness

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

Objectives:

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

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

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None

6.4.3 End User Training

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

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Hidalgo County SA users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

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

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Hidalgo County SA specific business process documentation. Hidalgo County SA-led training labs using Hidalgo County SA specific business process documentation if created by the Hidalgo



County SA can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

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

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

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

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

Work package assumptions:

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

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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



Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Hidalgo County SA will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live.

Following go-live, Tyler will work with the Hidalgo County SA to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

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

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

Tyler staff collaborates with the Hidalgo County SA during Go-Live activities. The Hidalgo County SA transitions to Tyler software for day-to day business processing.

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

Objectives:

- Execute day to day processing in Tyler software.
- Hidalgo County SA data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Hidalgo County SA



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

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

Work package assumptions:

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



6.5.2 Transition to Client Services

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

Objectives:

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

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

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

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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



Objectives:

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

STAGE 5	Post Go-Live Activities																
	Tyler								Hidalgo County SA								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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



6.6 Close

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

6.6.1 Phase Closeout

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

Objectives:

- Agreement from Tyler and the Hidalgo County SA teams that activities within this phase are complete.

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

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

Inputs	Contract
	Statement of Work
	Project artifacts



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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
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	Post Project Report	Hidalgo County SA acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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



- The Hidalgo County SA is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

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

7.3 Resources and Scheduling

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

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Hidalgo County SA is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Hidalgo County SA representatives to identify business rules before writing the conversion. The Hidalgo County SA must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The Hidalgo County SA will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Hidalgo County SA Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Hidalgo County SA is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

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



8. Glossary

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



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



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



Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Hidalgo County SA prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Hidalgo County SA may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Hidalgo County SA prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Hidalgo County SA with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Hidalgo County SA data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Hidalgo County SA location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Hidalgo County SA will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Hidalgo County SA up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Hidalgo County SA reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Hidalgo County SA,



- d. Tyler will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation
5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Hidalgo County SA to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Hidalgo County SA Responsibilities

3. The Hidalgo County SA will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
- a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Hidalgo County SA requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

4. The Hidalgo County SA will respond to each test iteration in writing, on a form provided by Tyler, either:
- a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Hidalgo County SA shall pay our then-current flat fee for each additional test iteration. The Hidalgo County SA will promptly review each test iteration once delivered. Prompt review by the Hidalgo County SA will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
6. As provided in the Data Conversion Plan, the Hidalgo County SA will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Hidalgo County SA's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Hidalgo County SA personnel is a key part of a successful data conversion.



The Hidalgo County SA agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.



10. Additional Appendices

10.1 Civil Process Project Assumptions

10.1.1 Project Methodology & Services

Civil Process implementations utilize a single-phase methodology. Process refinement and solution validation will occur as part of training and not as separate components.

Project governance for smaller implementations may not require all levels of Hidalgo County SA leadership roles for governance, one person may cover multiple roles.

We understand that some clients may not require a formal steering committee. In these cases, decisions and issues will be handled in ongoing project meetings.

Although proxies are called out as required in this SOW for all decision makers, for smaller implementations we understand this may not be possible.

10.1.2 Project Plan

GIS services are limited to configuring and setting up the CivilServe GIS connector.

Tyler University and Tyler Community is available for California clients only.

Product release information is available through our Civil Process support call center.

Data conversion code mapping is performed by Tyler resources. Appropriate Hidalgo County SA resources will be consulted for an understanding of the legacy data.

Although we strongly recommend dedicated training facilities, we understand that for Civil Process implementations, this is not always available. Tyler will work with your agency to optimize training based on your available facility.

10.1.3 Civil Process Out of Scope SOW Components

Technical infrastructure planning, training or audit is not available or provided. Hardware and software specifications will be provided.

API toolkit training is not available or provided.

Self-directed training is not available for Civil Process products.

10.2 Enforcement Mobile Appendix

10.2.1 Items included in Project

CMS - Tyler Enterprise Justice
RMS - Enterprise Public Safety
Device Level - Enterprise Public Safety



10.2.2 Enforcement Mobile Key Project Assumptions

- The Hidalgo County SA and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The Hidalgo County SA will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The Hidalgo County SA will provide work space for Tyler Services for work completed on Hidalgo County SA premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- The Hidalgo County SA will maintain primary responsibility for the scheduling of Hidalgo County SA employees and facilities in support of project activities.
- The Hidalgo County SA shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The Hidalgo County SA will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
 - 72.32.135.120 (syncsvc.Enforcement Mobiletech.com) (ports 80 and 443)
 - 72.32.135.125 (syncsvc2.Enforcement Mobiletech.com) (ports 80 and 443)
 - 98.129.131.213 (Reports2014.Enforcement Mobiletech.com) (ports 80 and 443)
 - 72.32.135.124 (www.Enforcement Mobiletech.com) (ports 80 and 443)
 - 72.32.135.122 (my.Enforcement Mobiletech.com) (ports 80 and 443)
 - 207.182.213.55 (Enforcement Mobilesupport.tylertech.com) (ports 80 and 443)
- The Hidalgo County SA will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- The Hidalgo County SA is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The Hidalgo County SA has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The Hidalgo County SA has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the Hidalgo County SA has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the Hidalgo County SA will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The Hidalgo County SA will deploy initially on 205 MDT's and 205 PDA.
- Deployment of the Tyler Enforcement Mobile ECS for the Hidalgo County SA will utilize the existing Tyler hosted server environment.
- All Hidalgo County SA personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.



10.2.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- **Undocumented requirements.** Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- **Post System Acknowledgement Configuration.** System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The Hidalgo County SA may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

10.3 Intentionally left blank.



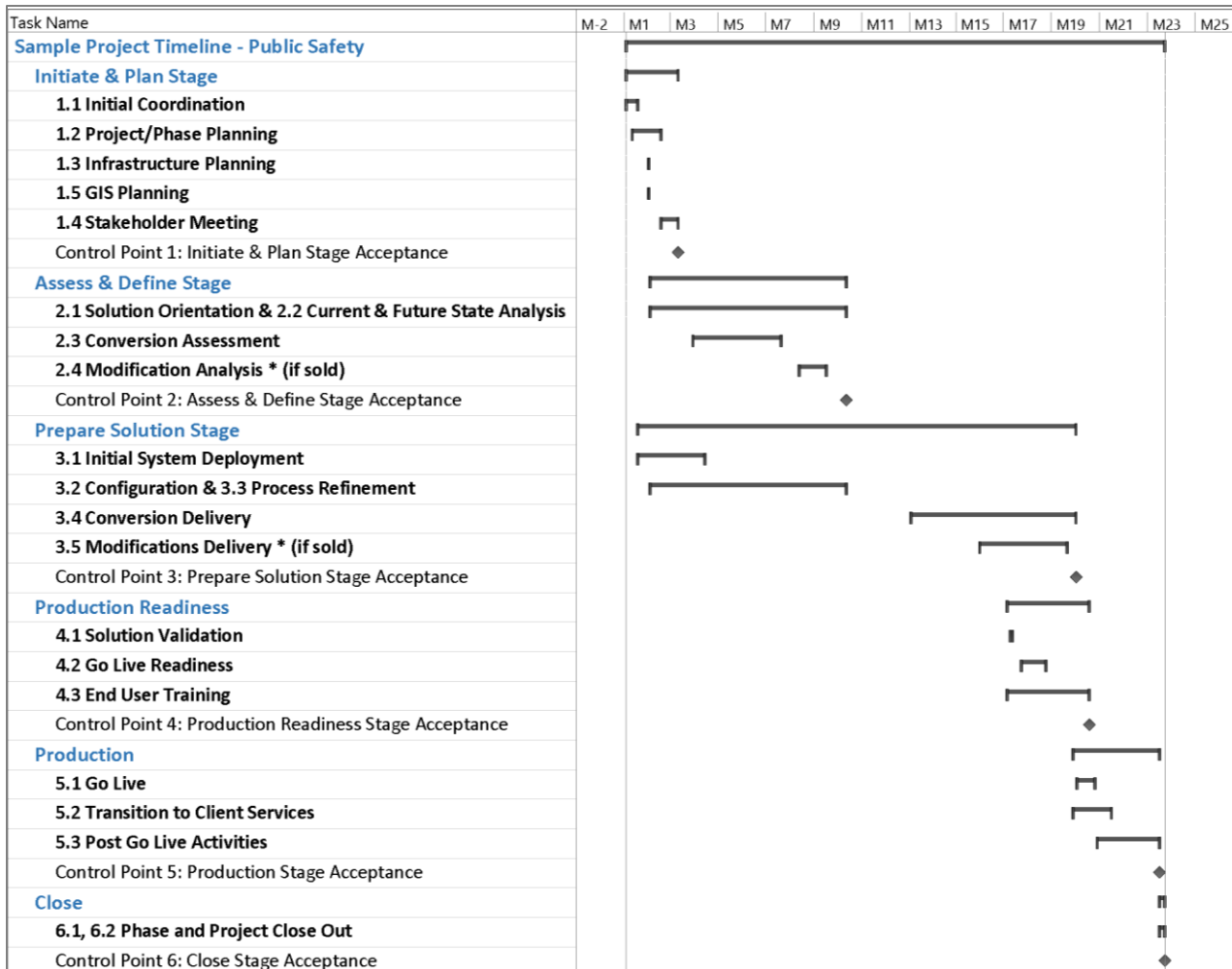
11. Project Timeline

Implementation is expected to be completed in a reasonable timeframe, as outlined below. This is a single phased implementation. A high-level timeline graphic has been provided. The project managers will establish a detailed project schedule during the Initiation & Planning Stage.



11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Hidalgo County SA resources to perform tasks, final determination of the overall task list, Hidalgo County SA schedule constraints and the actual project start date must be determined.

11.2 Intentionally left blank.



LSA - Hidalgo County - Final - 9.19.20 (2)

Final Audit Report

2022-09-28

Created:	2022-09-28
By:	Elena Gomez (elena.gomez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5H9e1rfaKD3tCYns3CkqVw5ybJtbT-s0

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-  Document created by Elena Gomez (elena.gomez@co.hidalgo.tx.us)
2022-09-28 - 3:43:56 PM GMT
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-  Signer amanda.austin@da.co.hidalgo.tx.us entered name at signing as Amanda Diane Austin
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