COUNTY OF HUMBOLDT

For the meeting of: April 24, 2018

Date: April 10, 2018

To: Board of Supervisors

From: Kelly Sanders, Humboldt County Clerk Recorder

Subject: Supplemental Budget and Request for Transfer of Funds from Recorder's Modernization Trust Fund 3662 (4/5 Vote Required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached supplemental budget for $31,596 to provide funding for the automated indexing module included in the previously approved contract for the Eagle Clerk/Recorder software system.
2. Direct the Auditor's Office to implement the attached supplemental budget (4/5 vote required)

SOURCE OF FUNDING:

Recorders Fund 3662 - Recorder Modernization Trust

DISCUSSION:

The County Recorder contracted with Tyler Technologies in April of 2015 for the purchase of the Eagle Clerk/Recorder software system. The contract included an automated indexing module for which Tyler delayed billing until after the implementation of the optical character recognition (OCR) was completed.

Prepared by _____   CAO Approval _____

REVIEW:
Auditor _____ County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:
- X Consent
- ___ Departmental
- ___ Public Hearing
- ___ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Wilson Seconded by Supervisor Fennell

Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 4/24/18
By: _____
Kathy Hayes, Clerk of the Board

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The implementation of the auto indexing module was intentionally delayed in order to collect indexing data in a live setting for more than a 12 month period. This data was necessary in order to configure the program with specific indexing rules. This additional OCR task provides increased efficiency and accuracy in the creation of the department's official and vital records indices. The program has now been programmed and implementation has been completed. In order to pay the final invoice, a transfer from the Recorder's Modernization trust, and a supplemental budget, is necessary.

This request meets the Board's strategic framework by ensuring sustainability of services and investing in the future.

FINANCIAL IMPACT:

A supplemental budget of $31,596 is required, there are adequate funds available in the Recorder's Modernization Trust fund to cover the expenses. The Recorder's Modernization Fund is authorized under Government Code §27361 "...solely to support, maintain, improve, and provide for the full operation for modernized creation, retention and retrieval of information in each county's system of recorded documents."

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve the requested transfer and supplemental budget however this would leave the department without the funds or appropriate budget to allow for payment to the vendor to occur.

ATTACHMENTS:
Supplemental Budget
Tyler Technologies Invoice – Advanced OCR Services
Tyler Technologies Contract

Supplemental Budget

1100271 - County Clerk / Recorder

Revenues	Object	Increase Amt.
Fund Balance Transfer	710050	31,596.00
Total		**31,596.00**

Expenditures	Object	Increase Amt.
Computer Program	8660	31,596.00
Total		**31,596.00**

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Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-202310	09/20/2017	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: County of Humboldt
Clerk Recorder
825 5th Street, 5th Floor
Eureka, CA 95501

Ship To: County of Humboldt
Clerk Recorder
825 5th Street, 5th Floor
Eureka, CA 95501

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
48981	51745	2015-0059	USD	NET30	10/20/2017

Date	Description	Units	Rate	Extended Price
	Implementation Services Recording	1	29,120.00	29,120.00
	Implementation Advanced OCR Services			

ATTENTION
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	29,120.00
Sales Tax	2,475.20
Invoice Total	31,595.20

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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;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this 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 Humboldt County.
- **"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.
- **"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 End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software 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.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed 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 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.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $756) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. 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.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

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.

3. Additional Services. The Investment Summary contains 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and 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 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

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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 Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products 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 Products, 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 Products;
(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 Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

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

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 internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 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.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the
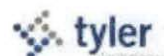
Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

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. 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 Tyler, 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 the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together 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 only withhold payment of the amount(s) actually in dispute 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.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. 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

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delivered, prior to the effective date of termination.

2. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. 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, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.

3. <u>Force Majeure</u>. Either party has the right to 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, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of 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. <u>Intellectual Property Infringement Indemnification</u>.

    1.1 We will defend you against any third party claim(s) that the Tyler Software 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; (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.

    1.4 If, as a result of an infringement or misappropriation claim, 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. This section provides your exclusive

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remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

   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 direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

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, 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 THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. 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 APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

    3.1. 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 meet at your office 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. Nothing in this section 3 shall prevent you or us from seeking necessary injunctive or equitable relief during the dispute resolution procedures.

    3.2. If the parties cannot settle disputes between them in an informal and expeditious fashion, the dispute will be submitted, upon the motion of either party, to arbitration under the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA"). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and conclusions of law. The arbitration shall be conducted by a sole arbitrator to be agreed upon by the parties. If the parties cannot agree upon an arbitrator, then an arbitrator shall be selected under Article R-12 of the Rules. The parties agree that all arbitration proceedings will take place in San Francisco, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his or her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

    3.3. Administration and Arbitration Fees. In all disputes arising under this Agreement submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.

    3.4. Enforcement of Award. The parties agree that the arbitrator's award may be enforced in any court having jurisdiction hereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party that initiates such action to have an award enforced.

    3.5. Impartial Dispute Settlement. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques, such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.

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. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. **Force Majeure.** 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 End User License Agreement(s).

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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

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

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

15. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving

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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 below. 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.

Notices shall be given to Client at the following address:	Notices shall be given to Tyler at the following address:
Clerk Recorder, County of Humboldt 825 Fifth Street Eureka, California 95501 Attn: Kelly Sanders	Tyler Technologies, Inc. 5519 53rd Street Lubbock, Texas 79414 Attn: Brett Cate

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 the State of California, without regard to its rules on conflicts of law.

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20. Nuclear Free Humboldt County Ordinance. We certify that we are not a nuclear weapons contractor, in that we are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. We agree to notify you immediately if we become a nuclear weapons contractor as defined above. You may immediately terminate this Agreement if you determine that the foregoing certification is false or if we become a nuclear weapons contractor.

21. Multiple Originals and 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.

22. 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	Escrow Agreement
Exhibit E	Statement of Work

[SIGNATURE PAGE FOLLOWS]

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

(SEAL)

ATTEST:

HUMBOLDT COUNTY:
CLERK OF THE BOARD

BY: _Kathy Hayes_

CLIENT:

BY: _Estelle Fennell_

CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

INSURANCE CERTIFICATES

APPROVED

BY: _K. Vingarski, for Dan Fulks_

RISK MANAGER

TYLER TECHNOLOGIES, INC.
LOCAL GOVERNMENT DIVISION

BY: _Dustin Womble_

NAME: _Dustin Womble_

TITLE: _Vice President_

BY: _Dane Womble_

NAME: _Dane Womble_

TITLE: _Chief Operating Officer, LGD_

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Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services 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 your License and Services Agreement.

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Investment Summary
Humboldt County
Kelly E. Sanders

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Prepared for:		Humboldt County		Contract ID # :	2015-0059
Contact Person: Address:		Kelly E. Sanders 839 4th Street Eureka, CA 95501 707-445-7556		Issue Date:	03/18/15
Phone: Fax: Email:		ksanders@co.humboldt.ca.us		Sales Rep:	J. Phillips
				Tax Exempt:	Yes / No

Product, Service & Equipment	Software License Payments					
	Upon Execution	Upon Available Download Date	Upon Earlier Of*	As Delivered	Totals	Annual Fees
Total Applications Software						
License Fees - Eagle Recorder	26,250	63,000	15,750		105,000	26,000
Total Professional Services						
Implementation				87,920	87,920	
Project Management & Final Implementation				14,560	14,560	
Data Conversion				17,900	17,900	
Annual Services						
Basic Network Support						2,600
Tyler Disaster Recovery						5,200
Totals	**26,250**	**63,000**	**15,750**	**120,380**	**225,380**	**33,800**

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.

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Eagle Recorder / Eagle Clerk
PRICE TOTALS

License Fees - Software	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Base License Fee	1	24,000	24,000	4,800
(per installation of the master application)				
Full Use Licenses				
Full Use (Seat) Licenses	9	4,000	36,000	7,200
Public View Licenses				
Public View (Seat) Licenses	5	700	3,500	700
Forms Printing				
(per installation of the master application)	10	Included	Included	Included
10 Number of Forms Included. Additional costs for additional form setup. Duplex printing requires a duplex printer.				
Public Printing				
(per installation of the master application)	1	7,500	7,500	1,500
Totals for Eagle Software and Support			**71,000**	**14,200**

Services			
Analysis, Design & Site Prep	1	5,600	5,600
Conversion Services			
Unix System (Data and Images)	1	8,400	8,400
Aptitude System (Data and Images)	1	7,000	7,000
Redactions		2,500	2,500
Software Staging	1	15,120	15,120
Testing & User Acceptance	1	6,720	6,720
Production System Transition	1	840	840
Project Management	1	14,560	14,560
Installation of Software and Hardware	1	7,840	7,840
Training Services			
On-site Training	1	11,480	11,480
Go-Live Services	1	10,080	10,080
Service Totals for Eagle Recorder / Eagle Clerk Module:			**$90,140**

License & Services

Total for Eagle Software Modules:	**$161,140**

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Annual Software Support and Maintenance

Annual Software Support for Eagle Software Modules:	$14,200

Basic Network Support services assists in maintaining Tyler applications within a customer network. Troubleshooting of the Tyler application for connectivity issues, assistance with backup, troubleshooting of peripheral equipment, and diagnostic services in hardware/software issues and assistance with problem resolution are included.

Option 1: Basic Network Support (or 7% of maintenance) - includes: network connectivity	$2,600

Software, Services, & Support for Eagle OCR	QTY	Price Per Unit	License Fee	Annual Maint. Fees
OCR - Automated Indexing				
Automated Indexing Module	1	25,000	25,000	10,000
Advanced OCR services		29,120	29,120	
OCR - Automated Redaction				
Automated Redaction Module	1	9,000	9,000	1,800
redaction services		1,120	1,120	
Total for Eagle OCR Module:			**$64,240**	**11,800**

Disaster Recovery Services - Large County	Total Annual Cost
Daily duplication of data and images for the purpose of Disaster Recovery. Includes Emergency ASP Service. Actual cost of service is dependent upon the amount of images and data being copied and the level of Disaster Recovery Service chosen.	$5,200

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Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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

1. Tyler Software.

    1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.

    1.2 *Maintenance and Support Fees*: Maintenance and support fees are waived through the earlier of (a) ninety (90) days after use of the Tyler Software in live production; or (b) one hundred eighty (180) days after the Available Download Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of that earlier-of date.

2. Professional Services.

    2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered.

    2.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees

    3.1 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

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

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, 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 on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

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Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

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

   - Up to five days = one checked bag
   - Six or more days = two 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.

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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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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.

Exhibit C

Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the earlier of (a) ninety (90) days after use of Tyler Software in live production; or (b) one hundred eighty (180) days from the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. 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 initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our 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 sixty (60) days of the due date. 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 trained on the Tyler Software, and 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 conform the Tyler Software to the warranty set forth in your Agreement; 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;

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

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

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

Exhibit C

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 can't resolve a support issue remotely, we may be required to provide onsite services. In such event, 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. 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); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (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 beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. 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

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Tyler Application Support Department for Eagle Products®

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (877-554-4434) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com) >Client Support > Eagle.

Support Organization

Tyler's Application Support Department for Eagle Products is divided into multiple teams: Recording, Tax (Assessor and Treasurer), and Content Management (TCM). These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Support Manager, Support Analysts and Software Specialists. The Support Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional application support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Software Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Hours *Monday-Friday*

Eagle Recording	6:00am-6:00pm MST
Content Management (TCM)	6:00am-6:00pm MST
Eagle Tax (Assessor/Treasurer)	6:00am-6:00pm MST

Leaving a Message for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:
- Your full name (first name, last name) and the site you are calling for/from
- The details of the issue or question you have (i.e.: program, process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call
- A phone number where you can be reached

On Line Support

Some questions can be handled effectively through Tyler incident tracking system. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Incident tracking system (Onyx) allows you to log an incident to Technical Support anytime from any Internet connection.

Your existing contact information is filled in when you add a new Support incident. You will be asked for required

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to **press 0** to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when your system is down, or a mission critical process is unable to be completed and you are not able to reach a technician immediately via standard methods.

information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond according to the priority of the incident.

Incident Tracking Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open incident number on your voice mail or

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Exhibit C
Schedule 1

with a person in your office. When you call back, you can reference this incident number so you do not have to re-explain the issue.

An incident tracking number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Priorities

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler's Support Department for Eagle Products tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — System is down! No one is able to log in or perform any office functions.

Priority 2 Call — Issue affects a large number of users or a critical process that has no workaround. The issue is time sensitive.

Priority 3 Call — Issue affects a large number of users or a critical process but has a temporary workaround.

Priority 4 Call — Issues affects a small number of users or workstations and there are other stations that can perform the task.

Incidents Requiring Development:

Incident Priority	Development Resolution	Definition
1	HotFix	Emergency patch to software released as soon as possible.
2	Bi-Weekly Patch	Regularly scheduled patch
3	Next Release	Scheduled for the next major release
4	Future Release	Not scheduled-reviewed at next planning stage.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Application Support Managers and Leads

Director of Support (Tax, TCM, and Recording)	Alan Buckingham (alan.buckingham@tylertech.com)	(X8101)
Recording Team	Roy Follett (roy.follett@tylertech.com)	(X8133)
Content Management (TCM) Team	Scott Sollenberger (scott.sollenberger@tylertech.com)	(x8004)
Assessor/Treasurer Team	Theresa Kimberlin (theresa.kimberlin@tylertech.com)	(X8072)

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Exhibit C
Schedule 1

Resources

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

Support Website: Allows clients access to a variety of help options including links to incident submission, online help, and product documentation
Tyler Community: Allows you to interact, share ideas and offer suggestions on business processes with your peers.
On line Documentation: Allows you to access information on how to use the software.
Release Notes: Allows you to review the additions, changes and updates to the version(s) of Eagle Software products and track the development activity for a particular release.

Tyler Community

Tyler is uniquely qualified to leverage the combined experience of tens of thousands of users with our staffs' deep domain knowledge to bring a one-of-a-kind interactive, mass collaboration online community where our clients go to find answers. In the Tyler Community Clients connect with other users and Tyler staff to share information, collaborate, access support and receive training. In this interactive environment, individual knowledge is amplified exponentially across the community.

Easily connect with colleagues from neighboring communities or from across the country. Share best practices, and stay connected by joining groups with other users who are in the same geographic region, share common job functions or use the same software products. Join discussions on topics that impact your daily life, keep up with the latest software tips and tricks and discover what other agencies around the nation are doing to connect and empower their constituents.

Configuration changes and Enhancements

The Tyler system has been setup and delivered per the specifications outlined during your implementation. Any changes from these specifications including those needed to take advantage of new features or functionality are outside the scope of your support contract and considered billable events. If, during a support inquiry, it is determined that changes to your configuration are being requested, you will be notified and a sales person will be in contact with you to determine the scope and cost of the request.

System Hotfixes Patches and Release Updates

The support contract includes the "Evergreen" philosophy on the software. What this means is that hotfixes, patches and new releases of the software are included in current and up-to-date contract agreements. The support team will work with a single point of contact on the county side to coordinate a mutually agreeable time to perform these updates. Tyler support will need direct access to various servers running the Tyler software within the county network in order to accomplish these updates.

Tyler Holiday Schedule

Tyler observes many of the same holidays our clients do. In order to allow our staff time away from work our offices will be closed on the holidays listed below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
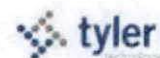
SOFTWARE SOURCE CODE ESCROW AGREEMENT
TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name Humboldt County, California, hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of $750.00, due upon execution of this agreement. Future annual payments of $750.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license. If CLIENT acquires additional Tyler Software Products in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term ending upon the last day of the month one year following that date.

A. This Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

A. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
B. Tyler Technologies will deposit a current copy of source code for all licensed Tyler Software Products and will update the deposit when a major revision of the software is released.
C. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
D. The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the Tyler Software Products source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technologies' trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

ACCEPTED BY: ACCEPTED BY:

Tyler Technologies, Inc.   Humboldt County, California
Local Government Division

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____
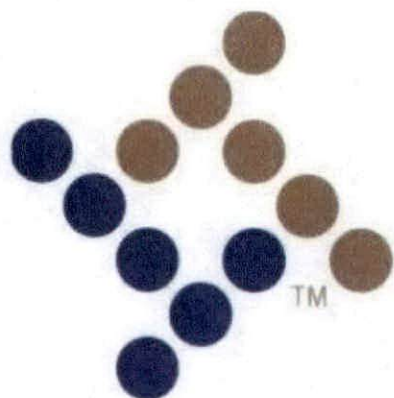
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Statement of Work

Software and Implementation Services

Prepared for:

Humboldt County, California

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

March 16, 2015

Table of Contents

PROJECT SCOPE & SUMMARY

The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.

Planning & Initiation
- Kickoff Call
- Activate Training Center
- Acquire Legacy Data
- Establish Communication Channels
- Assess IT Infrastructure
- Staff Mobilization & Allocation Plan
- Draft Project Schedule
- Schedule Kickoff Meeting

Assess & Define
- Complete client surveys
- Review client processes and data
- Identify any custom reports
- Identify standard form choices
- Prepare for onsite work
- Acquire hardware
- Modify Project Plan

Training Configuration & Testing
- Hardware installation
- Software installation
- Project team data analysis
- Review data with client
- Onsite delivery of conversion
- Configure software
- Prepare for End User Training

End User Training & Acceptance Testing
- Train functional leads on system operation
- Conduct Initial Operational Test
- Confirm Proper Installation
- Test Custom Reports and/or Integrations
- Conversion Issue Resolution
- Configuration Issue Resolution
- Train End Users

Production
- Cutover and Go-Live
- Final Implementation
- Transition to Support
- Project Close-Out Meeting

Signoff of Stage → Signoff of Stage → Signoff of Stage → Signoff of Stage → Signoff of Stage

Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to "fix" the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after "going live" on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client 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. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client 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.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
    - help.tyleru.com
    - tyleru.com
    - tylertech.com
    - tylercommunity.tylertech.com
- Client 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.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client 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.

- Client 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 Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

    Custom Programming - Tyler products will be implemented "off the shelf" without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase ("post go live"). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

    Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

    Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

    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 Attachment F-Customizations.

    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 Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)

- Any 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 costs. Client may have access to

built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against pre-mature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

  As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or

emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

  Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW ATTACHMENTS LISTING

SOW Attachment A – (Sample) Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

SOW Attachment B – (Sample) Change Order Form

Any change in the project must have a completed and approved Change Order.

SOW Attachment C - Hardware / Software Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

ATTACHMENTS

Attachment A – Work Acknowledgment

Work Acknowledgment

Client:

Date:

Visit/Deliverable:

Accomplishments	Performed By	Notes

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Attachment B– Change Order Form

Change Order Form

Client: _____   Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Eagle Recorder Conversion Summary

This document should be used as a summary of what is included in the standard conversion for the Eagle Recorder product. This is not a complete description; for a complete description refer to the Eagle Recorder Conversion Specification.

Client Responsibilities
1. Provide data and images in standard format
2. Provide data definition
3. Provide balancing reports at same time as data
4. Provide screen shots and survey at same time as data
5. Review the conversion prior to go live

The Standard Conversion for Eagle Recorder includes:
- All standard fields for land records, additional fields added to Notes field
- All standard fields for vital records, additional fields added to Notes field
- Images associated to the index record as described below
  **This is what is possible to convert, the client is responsible for notifying Tyler of which pieces of data they have in their system to be converted.

Other data elements are handled as such:
- Table lookups, such as subdivisions and common names, are imported using tools in the product with the assistance of the consultant. The data is provided by the client in text files
- GL beginning balances are entered by client at the time of go live
- House Account balances are entered by the client at the time of go live
- Redactions and Annotations for images are an option to add on to the standard conversion
- Receipts should be printed to an electronic file (.txt or pdf) for searching and can be searched outside of the recorder application

Tyler Technologies will put the data into the final format for the conversion. We will work closely with the client during this time to ensure all data is included and correctly formatted. The county must provide the data to Tyler in one of the following formats:
- A database dump of Microsoft SQL Server ®
- A database dump of Oracle ®
- A database dump of Microsoft Access ®
- A delimited ASCII text file(s)

A database definition that describes the above files should be sent at the same time as the file. Tyler will use the definition as a guide and will also work directly with the client and/or previous vendor to ensure all of the data is included in the conversion correctly.

Images
Tyler can only work with and convert images that are stored in a file structure rather than a

database. If the images are currently stored in a database, it is the responsibility of the county to extract them into a file structure. Tyler Technologies will create the file that maps the data to the images. The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the below image requirements are met.

Tyler Technologies standard image conversion requires images to be in the following format:
- Group IV
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- Black and white
- Single-page TIFF images should be stored in .001 - .0NN (for the page numbers) extensions. Multi-page TIFF images should be stored in .TIF extensions.
- Images must be oriented correctly (right side up)
- Total attachment size can be no larger than 65 Mb

The following are a few examples of items that are not included in the standard conversion. The following can be addressed through custom conversion services:

- Converting records with counts of less than 250
- Getting more than 2 pulls of data, the initial pull for review and the final pull for go live
- Running more than the 3 standard conversions, being the bulk and gap conversions
- Data cleaning – including but not limited to name clean up, punctuation in names changing, removing leading 0s from numbers, separating out legal fields
- Converting from multiple sources of data
- Extracting images from database
- Converting data or images not provided at the start of the project, all data and images must be provided at the same time
- Tyler assisting in data extraction from legacy system
- Tyler defining file layout if it is not provided
- Changing configuration after sign off
- Converting annotations and redactions
- Converting Security Paper
- Converting Historical Indexes (Grantor/Grantee books, multiple titles per page)
- Manipulating file directories for image storage

Eagle Solution

SYSTEM REQUIREMENTS

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value".

Eagle Recorder / Eagle Clerk	# of documents processed per year	NA (0) 0–75,000 documents (1) 75,001–150,000 (5) 150,001 + (11)
Eagle Assessor / Eagle Appraiser	# of parcels	NA (0) 0–20,000 parcels (1) 20,001–40,000 (5) 40,001–75,000 (7) 75,001+ (11)
Eagle Treasurer	# of parcels	NA (0) 0–20,000 parcels (1) 20,001–40,000 (5) 40,001–75,000 (7) 75,0001+ (11)
TCM / Eagle Minutes	# of documents processed per year	NA (0) 0–25,001 documents (1) 25,001–75,000 (5) 75,001–150,000 (6) 150,001 + (10)

SPECIFICATIONS

For the following table, use your Total Point Value from the previous Site Assessment to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Dual server configurations are broken into Application Server (AS) and Database Server (DB) requirements.

Component	Requirement	Specifications				
		TOTAL POINT VALUE				
		1–5	6–10		11–30		31+
		Single	AS	DB	AS	DB	
Processor	Xeon Quad Core (>2.0GHz)[1]	•	•	•	•	•	Contact Tyler for custom specifications.
Memory	GB RAM	16	8	16	16	32	
Available Disk Space[2, 3]	Bus 1	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2	500 GB	500 GB	1 TB	500 GB	3 TB	

[1] If running in a virtual environment, four virtual cores are needed.
[2] Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.
[3] If you use Recorder or TCM, these storage requirements may increase. See page 7 for details.

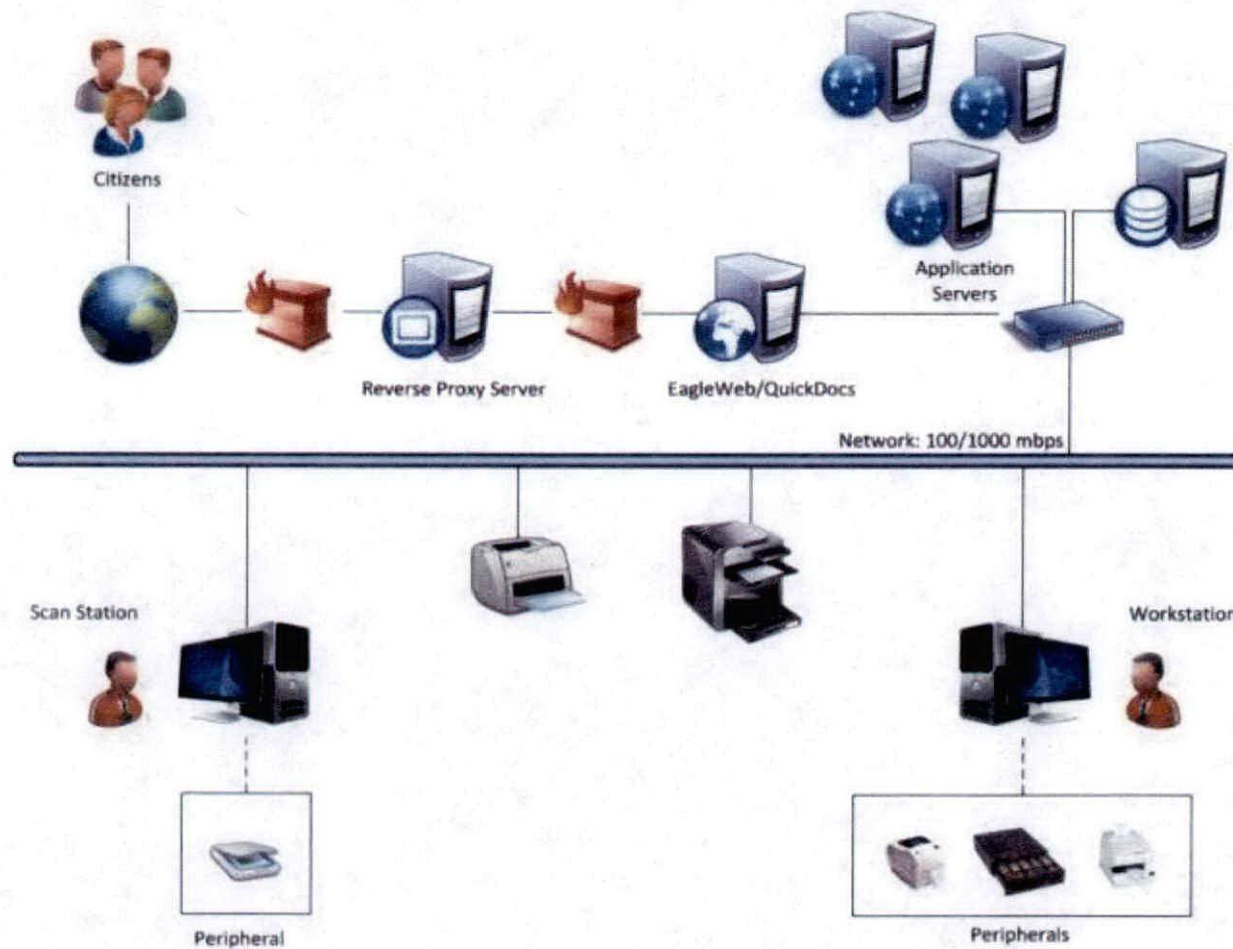### About Application Servers

For each application you use, you will need an Application Server. The preceding chart clarifies the specifications needed for each server.

EagleWeb & EagleQuickdocs Users

You will also need a web server with 2–4 cores and 2–4 GB of memory, depending on the amount of data you will be storing. For secure web access, you will need to purchase an SSL certificate.

Citizens

Reverse Proxy Server

EagleWeb/QuickDocs

Application Servers

Network: 100/1000 mbps

Scan Station

Workstation

Peripheral

Peripherals

Server Configuration

Component	Requirement	
General Server	Dedicated Server	
	MS Windows Certified Server[4]	
	Removable Media (for backups)	
	Gigabit Ethernet	
Operating System	MS Windows 2008 R2 Server (x64)	
Database Component	Oracle 11Gr2 (x64)	
	MS SQL Server 2008 (x64) Standard or Enterprise[5]	
Network Environment	Domain w/ Active Directory Services	
Hard Drive Arrays	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and Eagle program files	SAS RAID 5 or SAS RAID10

[4] Nationally recognized brand

[5] If running a dual server configuration, this is only needed on the database server.

Workstation

Component	Requirement
Hardware	Microsoft Windows Certified PC[6]
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available disk space
Operating System	Windows XP Professional or Windows 7 Professional[7]
Network	Gigabit Ethernet
Network Environment	Workstation is a member of the Domain[8]

[6] Nationally recognized brand

[7] Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

[8] Tyler's servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

Browser Compatibility

Eagle products are compatible with these browsers:

Web	Mobile[10]
• IE 7+[9]	• Safari 5+
• Chrome[9]	• Android Browser
• Firefox 4+[9]	
• Safari 5+	

[9] These browsers are tested regularly for compatibility; the others are not tested regularly but are supported.

[10] Mobile interfaces do not offer the best environment for EagleWeb users; however, these browsers are supported and can run the EagleWeb interface.

Peripherals

Cashiering Equipment

Equipment	Model
Receipt Printer	Epson 6000[11]
Label Printer	Zebra Thermal Transfer Printer TLP2844
Cash Drawer	MMF MediaPLUS Automated Cash Drawer with USB or APG Vasario Cash Drawer BL1616
Check Scanner	Canon CR-180

[11] Epson 6000 Thermal Receipt Printers require USB ports but can be configured for Ethernet with optional adapters.

Printer Compatibility Chart

Your printer must meet these requirements to be compatible with Eagle.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer[12]	☑	☑	PCL 5 or above

[12] Dot matrix printers are not supported. HP Printers are highly recommended.

Scanner Compatibility Chart

Scanner Brand	Scanner Model	
Canon	• DR-5010C	• DR-X10C
	• DR-2510C	• DR-7550C
	• DR-4010C	• DR-6050C
	• DR-3010C	• DR-9050C
	• DR-M160	
Fujitsu	• Fi-6110	• Fi-6140Z
	• Fi-6670	• Fi-6230Z
	• Fi-6240Z	• Fi-6770
	• Fi-6130Z	
Graphtex	• CS500 Pro[13]	
Hewlett Packard (HP)	• ScanJet 8250[13]	• ScanJet 8390[13]
	• ScanJet 8350[13]	
Panasonic	• KV-S2045C[13]	
Xerox	• Documate 152[13]	

[13] Not fully supported—These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

Ports

In order for Tyler to have appropriate access to the servers, the access requirements are broken down by port and related service.

Database Ports

The following ports are required by the databases in use.

Port	Direction	Use
1430	Inside Network	MS SQL Server
1433	Inside Network	MS SQL Server
1521	Inside Network	Oracle
5500–5502	Inside Network	Oracle Enterprise

When configuring the firewall to support access from the database into the DMZ for *EagleWeb* and *EagleQuickdocs*, use the database specific support that is built into the firewall. This allows the database to do dynamic port assignments.

EagleWeb Ports
These ports are required to support *EagleWeb*.

Port	Direction	Use
80	Inbound from public network	Web User Support
137–139	Inbound from public network	SMB Reports / CRIS Images
443	Inbound from public network	Secure HTTP
2003–2004	DMZ-Private Network	Access to SearchDB
6700–6710[14]	DMZ-Private Network	Inter-Application communications port
Database Dependent Port[15]	Across firewall	Database Communications

[14] Each purchased product requires 2 ports.
[15] The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are needed.

EagleQuickdocs Ports
These ports are required to be open to support the *EagleQuickdocs* application.

Port	Direction	Use
80	Inbound from Public Network	Communications with submitters needing to upload data
137–139	Inbound from Document Storage Server	SMB Reports / CRIS Images (Historical Migrations only)
443	Inbound from Public Network	SMB Reports / CRIS Images with encryption
2003–2004	From search server	Search Server to Application Server Communications
6700–6702	From Applications server	Applications Server Communications
Data Base Specific[16]	Across Firewall	Allows *EagleQuickdocs* to place the data into the database

[16] The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are required.

These are the specific ranges for the IP addresses the vendors will be connecting to; each deployment is different and will include a subset of this list:

Vendor	IP Addresses
ACS	63.87.170.71, 63.87.171.123, and 63.87.171.122
Ingeo	208.53.37.132 and 65.103.254.161
Simplifile	208.53.51.8 and 72.8.113.32

In addition, allow Tyler access for testing purposes:

Tyler	67.152.239.0/27

Inter-Server Ports

These ports are required to be open between the servers to allow for appropriate communications between the servers.

Port	Direction	Use
137–139	Inter Server	SMB Reports / CRIS SMB Access for image conversions
1433	Inter Server	MS SQL Server
1521	Inter Server	Oracle
2003–2004	Inter Server	Search Server to Application Server Communications
6700–6710[17]	Inter Server	Application Server Communications

[17] Each purchased product requires 2 ports.

STORAGE REQUIREMENTS

Recorder and TCM require disk space beyond the basic Specifications listed on page 2. The additional storage requirement is calculated using several factors: the number of

pages processed a year, the types of images processed, your site's expected growth rate, and a buffer, which protects you from unforeseen changes to these factors.

Image storage requirements must be calculated on a client-by-client basis and the amount of storage required is determined in pre-sales technical discussions. Since TCM can vary widely, it is good practice to discuss your specific storage needs with Tyler.

To help you calculate your site's storage needs, the Lossless Compression table below illustrates the file size associated each of the 10 different Image Types.

Lossless Compression

Page Type	Color	DPI	Page File Size
8.5x11 TIFF	B&W	200	.05 MB
		300	.1 MB
		600	.4 MB
	Grayscale	200	1 MB
		300	6 MB
		600	24 MB
	Color	200	12 MB
		300	24 MB
		600	96 MB
8.5x11 PDF[18]	B&W	Page	1.3 MB

[18] This PDF estimate is based upon the average-size document generated directly from a Tyler application. This estimate does not include embedded fonts and is simply a representative sample.

Estimating Storage Requirements

To estimate your storage needs, use your site's records and the previous table.

For each Image Type that your site will store, identify the following values:

A. Number of pages processed a year[19]   _____

B. Respective file size for the Image Type (MB)   _____

C. Number of Years of Storage   _____

D. Growth Rate (% as decimal value)   _____

E. Conversions Only: Existing Database Size (MB) _____

F. A x B x C   _____

G. D x F   _____

H. E + F + G   _____ Base Number

[19] If your site only tracks the number of documents per year, multiply that number by 5 to get your page-based number for calculating Tyler's storage requirements. The standard document size for most Tyler applications is 5 pages.

Standard Recommendation
- To replicate data, multiply your Base Number x 2:   _____ MB

Backup Recommendation
- To dump the database to disk, multiply your Base Number x 3:   _____ MB

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your data.

Assessing Your Backup Needs

Backups occur differently, depending on the size of the database being used. The differences directly impact how quickly you can resolve problems and how much effort

you must expend. Tyler recommends that you implement a backup plan based on the point values determined in your initial Site Assessment.

Current Database Size	Recommended Backup and Recovery
1–300 GB	Backing up the file
301–600 GB	Dumping the SQL Bak file
601+ GB	Integrating the Backups into the Database

Backing Up the File
A Data Dump places a file copy of the database on disk, making verification that the backup is working very simple. This backup plan is the simplest and precludes the cost of the license needed to integrate backups into the database.

Dumping the SQL Bak File
To create backups, this system dumps blocks of data without pre-processing.

NOTE If repairs become necessary, this backup method requires the recovery of the entire database. Since a single table cannot be replaced as part of the repair, the entire system has to be rolled back to the last backup point, requiring you to redo all of the work completed since the last backup occurred.

Integrating the Backups into the Database
For the most complex level of database, Tyler recommends integrating the backups into the database, which allows differential or incremental—instead of full—dumps. The space requirement is also removed where the dump resided.

Should you not wish to use tape for data recovery, Tyler recommends using a standby database that uses log shipping. No additional licenses or extra capacity is required, provided there is storage available on the database server.

NOTE Faster backups are available for additional cost and can be discussed on a client-by-client basis.

Rotating Tapes
First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1

Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because you can go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you

periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site.

Backing Up Your SQL Database

For customers who use Microsoft SQL for the Eagle database, there are additional backup requirements for your Eagle software. In addition to backing up the \Apache directory (and others mentioned previously), you must also back up your Microsoft SQL databases. For Eagle, the default databases should consist of at least Recorder, TCM, Assessor, and Treasurer.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function**: The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the Eagle database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

```
C:\Program Files\Microsoft SQL Server\MSSQL\Backup\*
```

* The Microsoft SQL Server installation path may vary slightly per installation.

- **Third-Party Backup Agent**: This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script**: You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts the process after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in:

```
C:\Program Files\Microsoft SQL Server\MSSQL\data
directory*
```

If you choose this route, Tyler can assist you with creating this script at the time of the Eagle software installation.

Other Directories in Eagle

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire \EagleInstall folder when performing your normal backup. For Eagle, you also need to backup Root:\Program Files\Apache Software Foundation and Root:\SearchDB. As we add features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

Watching for Signs of Failure

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or

an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of Eagle data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your Eagle software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.