LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and the County of El Dorado, a political subdivision of the State of California ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 101387.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

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

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure land management and recording software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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

SECTION A – DEFINITIONS

- **"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 Recorder/Clerk of El Dorado County, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions of the Tyler Software set forth in our written proposal to you, including the functional requirements set forth in Exhibit F, 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 by which both your and our authorized representatives have signed the Agreement.

- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Test/Training Site Additional Terms and Conditions"** means those additional terms and conditions applicable to the Test/Training Site and attached as Exhibit E.
- **"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 Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit G.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

I. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for

internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

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

1.7 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.**

II. 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.

III. 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 applicable annual beneficiary fee. 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.

IV. 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. Should we be unable to cure the Defect, we will provide a functional equivalent. If we cannot provide a functional equivalent, then Client will be entitled to a refund of the license fees paid for the defective Tyler Software, as depreciated on a straight line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy if Tyler is unable to cure the Defect or provide a functional equivalent.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy, subject to Section C(3) below.

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

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. Each of Tyler's project team members assigned to Client's project shall be appropriately trained, qualified, skilled, knowledgeable, and experienced for the respective position and duties to which assigned and shall be available to perform the services in accordance with the Statement of Work. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

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

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

9. Key Personnel.

9.1 Client has the right to interview and review the resumes of the Tyler Project Manager, Tyler Implementation Consultant, and Data Conversion Developer assigned to Client's project ("Key Personnel") prior to each resource beginning work on Client's project. Client agrees that resumes provided for Key Personnel are for Client's information and planning purposes only. Client will submit any request to interview Key Personnel sufficiently in advance so as not to impact the performance of services.

9.2 In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it, provided the cure period does not substantially impact the project schedule. In the event the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff shall have, at a minimum, reasonably equivalent skill, training and experience as the person being replaced. In the event that Key Personnel is/are removed from the project, Client will have the ability to interview potential replacements. Tyler will use reasonable efforts to replace personnel within a commercial reasonable timeframe and the parties shall work together to mitigate project impacts after any such removal.

9.3 We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient knowledge of project requirements related to their associated responsibilities, without additional cost to you, in order to render services in accordance with contractual requirements. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

10. Acceptance Testing

10.1 *Conditional Acceptance*. Upon Tyler's notification to Client that one or more components of the Tyler Software, including conversions, interfaces, modifications and/or other software deliverables identified in the Investment Summary and defined in the Statement of Work ("Software Components") are ready for testing, Client will begin testing such Software Components in a non-production environment. Client will conduct those tests using the procedures and standards mutually agreed to in the User Acceptance Test Plan, or such other standards as are mutually agreed upon in writing. Client will have up to forty-five (45) days to conduct user acceptance testing ("UAT") unless otherwise agreed to by the parties, beginning on the date Tyler notifies Client that the Software Component(s) is/are ready for testing. If Client determines that one or more Software Components cannot achieve Conditional Acceptance, Client will deliver to Tyler a written description of the failures according to reporting procedures agreed to by both parties. Tyler will correct the failures in a timeframe mutually agreed to by the parties, with Client's consent not to be unreasonably withheld, and Client may repeat the UAT process described above. This procedure shall continue until Conditional Acceptance of all Software Components. In the event Tyler disagrees with Client's determination that a Software Component cannot achieve Conditional Acceptance, Tyler will notify Client and escalate the dispute accordingly, as set forth in the Statement of Work. In

the event Client fails to issue a written statement of Conditional Acceptance of the Software Components or a written notice outlining the reason(s) for rejection of the Software Components within said forty-five (45) day period, Tyler shall have the right to treat such failure as Conditional Acceptance.

10.2 *Final Acceptance*. Once Conditional Acceptance of each of the Software Components has occurred, and the Tyler Software has been placed in a live production environment, Client will operate the Tyler Software for a period of ninety (90) consecutive calendar days ("Live Testing"). In the event those 90 days pass without a reported, unresolved Priority Level 1 or Priority Level 2 Support Incident, Client will issue "Final Acceptance." Final Acceptance shall be for each of the Software Components. If a Priority Level 1 or Priority Level 2 Support Incident issue is resolved within the last fifteen (15) days of the 90-day period, Client will have an additional fifteen (15) days of Live Testing. Priority Level 1 and Priority Level 2 Support Incidents and their resolution procedures are defined in the Support Call Process. If Client is unable to issue Final Acceptance within a commercially reasonable timeframe after Live Testing because of an unresolved Priority Level 1 or Priority Level 2 Support Incident, the parties will engage in the dispute resolution process set forth in Section I(3). Final Acceptance of the Tyler Software will not release Tyler from complying with the other provisions of this Agreement including Tyler's warranty obligations as described in this Agreement.

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, 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 your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   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 from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

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

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

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

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES; TERM

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

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

3. Payment. The total amount of this Agreement for implementation-related services, license fees, and first year: (i) maintenance and support fees; (ii) basic network services fees, (iii) test/training site fees; and (iv) intelligent indexing annual refresh services fees shall not exceed $326,410.00. Tyler shall submit invoices to Client that include sufficient detail of the products or services for which fees are payable, including applicable expenses incurred in accordance with this Agreement. Tyler shall provide additional details in support of such invoices as is reasonably requested by Client, subject to Section 5 of Exhibit B. Invoices shall reference this Agreement number and shall be mailed to Client at the following address or to such other address as the Client requests:
El Dorado County Recorder/Clerk, 360 Fair Lane, Placerville, CA 95667 Attention: Janelle Horne.

4. Term. The Agreement shall commence upon the Effective Date and shall continue until terminated by either party as authorized herein. The maintenance and support services are provided on an annual basis, with the initial term commencing on the Effective Date and is renewed automatically for additional one (1) year terms unless terminated in accordance with Exhibit C, Maintenance and Support Agreement.

SECTION G – TERMINATION

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

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

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

   1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to

purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

1.4 For Convenience. The Client may terminate this Agreement for convenience by providing thirty (30) days written notice to Tyler of its intent to do so.

2. Data Destruction. Upon termination or expiration of this Agreement including non-renewal of maintenance and support services, Tyler shall delete all Client data and information from Tyler owned, leased or rented electronic storage equipment in accordance with the National Institute of Standards and Technology Special Publication SP 800-88, Guidelines for Media Sanitization or its equivalent. At Client's written request, Tyler will provide Client with written certification, within a reasonable period of time after Client's request, but in no event later than ninety (90) days from Client's request, that Client data and information were destroyed and rendered unusable, unreadable and/or undecipherable.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional

equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES (2X) THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

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

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

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

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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

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

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

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

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

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

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

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

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

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as

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

16. Client Lists. With Client's prior written consent, not to be unreasonably withheld, Tyler may identify Client 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. Security Breach Notification. Tyler shall promptly notify Client of any security breach, as such breach is defined by California law, of which Tyler becomes aware while your data is in our possession. In the event such security breach occurs as a direct result of the acts or omissions of Tyler, Tyler shall commence an investigation, in cooperation with Client, to determine the scope of the breach and complete all corrective actions necessary, at Tyler's expense. Tyler shall take all other required actions as required by, and in accordance with, applicable California security breach notification laws.

19. 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.

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

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

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

23. 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	Statement of Work
	Schedule 1: Sample Project Timeline
Exhibit E	Test/Training Site Additional Terms and Conditions
Exhibit F	Functional Requirements
Exhibit G	Software Vendor Security Requirements

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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.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: March 5, 2020

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

Recorder/Clerk of El Dorado County, California

By: _____

Name: Janelle K. Horne

Title: Recorder-Clerk

Date: 3-13-2020

Address for Notices:
El Dorado County Recorder/Clerk
360 Fair Lane
Placerville, CA 95667
Attention: Janelle Horne

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

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: March 5, 2020

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

Recorder/Clerk of El Dorado County, California

By: _____

Name: Brian K. Veerkamp

Title: El Dorado County Board of Supervisors, Chair

Date: 3/10/20

Address for Notices:
El Dorado County Recorder/Clerk
360 Fair Lane
Placerville, CA 95667
Attention: Janelle Horne

Exhibit A
Investment Summary

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

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Quoted By:	Jon Phillips
Quote Expiration:	3/31/2020
Quote Name:	El Dorado County-LGD-Eagle Recorder
Quote Number:	2019-91626-3
Quote Description:	El Dorado Eagle 3-2-2020

Sales Quotation For
El Dorado County
360 Fair Ln
Placerville , CA 95667-4103
Phone: +1 (530) 621-5450

Tyler Software

Description	Quantity	License	Software Total	Year One Maintenance
Eagle				
Recorder Suite	1	$24,000	$24,000	$4,800
Full Seat License (each)	14	$4,000	$56,000	$11,200
Public Seat License (each)	7	$700	$4,900	$980
Self Service Suite	1	$15,000	$15,000	$3,000
EMarriage	1	$7,500	$7,500	$1,500
Intelligent Indexing	1	$45,000	$45,000	$9,000
Intelligent Redaction	1	$9,000	$9,000	$1,800
Government to Government	1	$10,000	$10,000	$2,000
PDF Viewer - License Fee	1	$650	$650	$0
eRecording	1	$20,000	$20,000	$4,000
Ecommerce	1	$7,500	$7,500	$1,500
Sub-Total:			*$199,550*	*$39,780*
Less Discount:			*$29,933*	*$5,967*
TOTAL:			**$169,617**	**$33,813**

Tyler Software and Related Services - Annual

Description	Quantity	Annual Fee
Eagle		
Basic Network Services	1	$2,367
Test/Training Site for Eagle Recorder	1	$6,763
Intelligent Indexing Annual Refresh	1	$4,200
TOTAL:		**$13,330**

Professional Services

Description	Quantity	Unit Price	Extended Price
California Clerk	1	$9,000	$9,000

Project Management -Eagle	1	$12,000	$12,000
Training	1	$14,400	$14,400
Go Live	1	$14,400	$14,400
Implementation	1	$15,000	$15,000
Conversion	1	$18,000	$18,000
Initial Software Installation	1	$1,200	$1,200
Intelligent Indexing - Services	1	$12,000	$12,000
Intelligent Redaction - Services	1	$1,500	$1,500
eRecording -Services	1	$3,000	$3,000
eCommerce -Service	1	$1,200	$1,200
eMarry	1	$450	$450
Self Service Package	1	$6,000	$6,000
TOTAL:			**$108,150**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$169,617	$33,813
Total Tyler Annual	$0	$13,330
Total Tyler Services	$108,150	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$277,767**	**$47,143**
Contract Total	**$324,910**	

Comments

Optional Software Escrow Service available at $1,500 per year.
Services are based on a fixed price model

- Tyler Technologies can provide services to the client, to establish a Test Application Instance database for Eagle Recorder applications. This instance is a copy of the client's current application environment, where new releases and updates can be staged prior to going into live production. Maintaining a second instance of the Eagle Recorder applications for testing requires additional time and expense to provide support and software updates. Establishing a supported Test Application Instance will be in addition to the client's current Eagle Recorder Maintenance and Support Agreement. This includes, but is not limited to, the following assumptions: 1) The addition of a Test Application Instance is an additional annual fee added to the existing Maintenance and Support Agreement, and is automatically renewed each year, unless terminated by the client. 2) The fee quoted is based on the current year support rate for Eagle Recorder applications, and is therefore subject to increase and adjustment should the Eagle Recorder applications support receive an annual increase. 3) The Test Application Instance database will receive new releases and patches with the same frequency as the production site. 4) The Client is allowed up to two (2) production data refreshes per year to the Test Application Instance database, upon request. 5) At least two (2) weeks notice is required by Tyler Technologies for the client's production data refreshes, due to scheduling of staff and support. 6) A thirty (30) day cancellation notice is required for Test Application Instance database systems. 7) The annual fee is non-refundable. Please note: It is the responsibility of the client to ensure there is enough space on existing server to support a Test Application Instance. If the client has any questions, please contact Tyler Technologies.

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 30% on the Effective Date; (b) 30% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); (c) 30% upon completion of User Acceptance Testing ("UAT") as set forth in Exhibit D – Statement of Work, not to exceed nine (9) months from the Effective Date; and (d) 10% on use of the Tyler Software in live production, not to exceed twelve (12) months from the Effective Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. Notwithstanding the foregoing, Tyler shall not increase the maintenance and support fees for Year 2 through Year 5 by more than five percent (5%) per year, year over year. Thereafter, commencing Year 6, your maintenance and support fees shall be at our then-current rates.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training, but excluding conversions) as described in the Investment Summary shall be billed and invoiced in accordance with the following milestones. For the purposes of this Section 2.1, Acceptance shall be as defined in the Statement of Work. Professional services fees for the services within the scope defined in the Investment Summary and further detailed in the Statement of Work shall be as provided in Exhibit A.

Payment Milestones			
Control Point	**Description**	**Percentage of Total Fees**	**Milestone Amount**
Client Acceptance of Stage 1/Control Point 1	**Initiate & Plan**	10%	$9,015
Client Acceptance of Stage 2/Control Point 2	**Assess & Define**	20%	$18,030
Client Acceptance of Stage 3/Control Point 3	**Build & Validate**	20%	$18,030
Client Acceptance of Stage 4/Control Point 4/Conditional Acceptance	**Final Testing & Training**	10%	$9,015
Client Acceptance of Stage 5/Control Point 5	**Production Cutover**	10%	$9,015
Client Acceptance of Stage 6/Control Point 6/Final Acceptance	**Project Closure**	30%	$27,045
	Total for Professional Services (excluding conversions)	100%	$90,150

If any services payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused by Tyler or on account of Tyler's action or inaction, then payment for such services payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler, the services payment will be postponed by the corresponding number of days each applicable milestone is delayed.

Other professional services payable under this Agreement shall be billed and invoiced as delivered.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client's acceptance of the converted data loaded into the Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification and Client's acceptance of the applicable modification. Notwithstanding the foregoing, 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. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Other Services and Fees.

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

3.2 *Basic Network Services*: Year 1 basic network services fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 basic network services fees, at our then-current rates, are payable on that earlier-of date, and subsequent basic network services fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

3.3 *Intelligent Indexing Annual Refresh Services*: Year 1 intelligent indexing annual refresh services fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 intelligent indexing annual refresh services fees, at our then-current rates, are payable on that earlier-of date, and subsequent intelligent indexing annual refresh services fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

4. Third Party Products.

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

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party

Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Notwithstanding the foregoing, Tyler's travel expenses shall not exceed two thousand five hundred dollars ($2,500) per trip without Client's prior written consent. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available, unless otherwise required by applicable federal or state law.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. 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. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

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

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

   - All infrastructure executing Tyler Software shall be managed by you;
   - You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   - You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

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

Incident Escalation

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

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

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

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

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

Remote Support Tool

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

Exhibit D
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

El Dorado Recorder Clerk
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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer El Dorado Recorder Clerk the opportunity to make the County more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the County's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Eagle	Recorder

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

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

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

2.1 Client Governance

Depending on the County's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The County's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The County project manager(s) will be responsible for reporting to the County steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the County project manager(s) and the Project and through participation in regular internal meetings, the County steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The County steering committee also provides support to the County project manager(s) by communicating the importance of the Project to all impacted departments. The County steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The County steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The County's executive sponsor provides support to the Project by allocating resources, providing

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the County. As requested by the County, the Tyler project manager(s) provide regular updates to the County's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the County management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off from the Recorder/Clerk of the County while acknowledgement may be provided by the Recorder/Clerk of the County without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The County shall have five (5) business days from the date of receipt of the Deliverable or Control Point, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement or does not agree that the particular Deliverable or Control Point meets requirements within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the County does not agree the particular Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable or Control Point.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance or acknowledgement or does not agree that the particular Deliverable or Control Point meets requirements within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If, after Tyler addresses any deficiencies and redelivers the Deliverable or Control Point, County rejects redelivery of the Deliverable or Control Point due to County's determination that the particular Deliverable or Control Point does not meet requirements, the parties will engage in the dispute resolution process set forth in Section I(3).

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The County has the ability to allocate additional internal resources if needed. The County also ensures the alignment of their budget and Scope expectations.
- The County and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and County provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the County project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- County users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The County is responsible for making decisions based on the options available.
- In the event the County may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the County's responsibility to define, document, and implement.
- The County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The County is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The County understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the County may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the County to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The County ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The County is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler project staff.

- The County has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The County's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the County does not meet minimum standards of Tyler's published specifications.

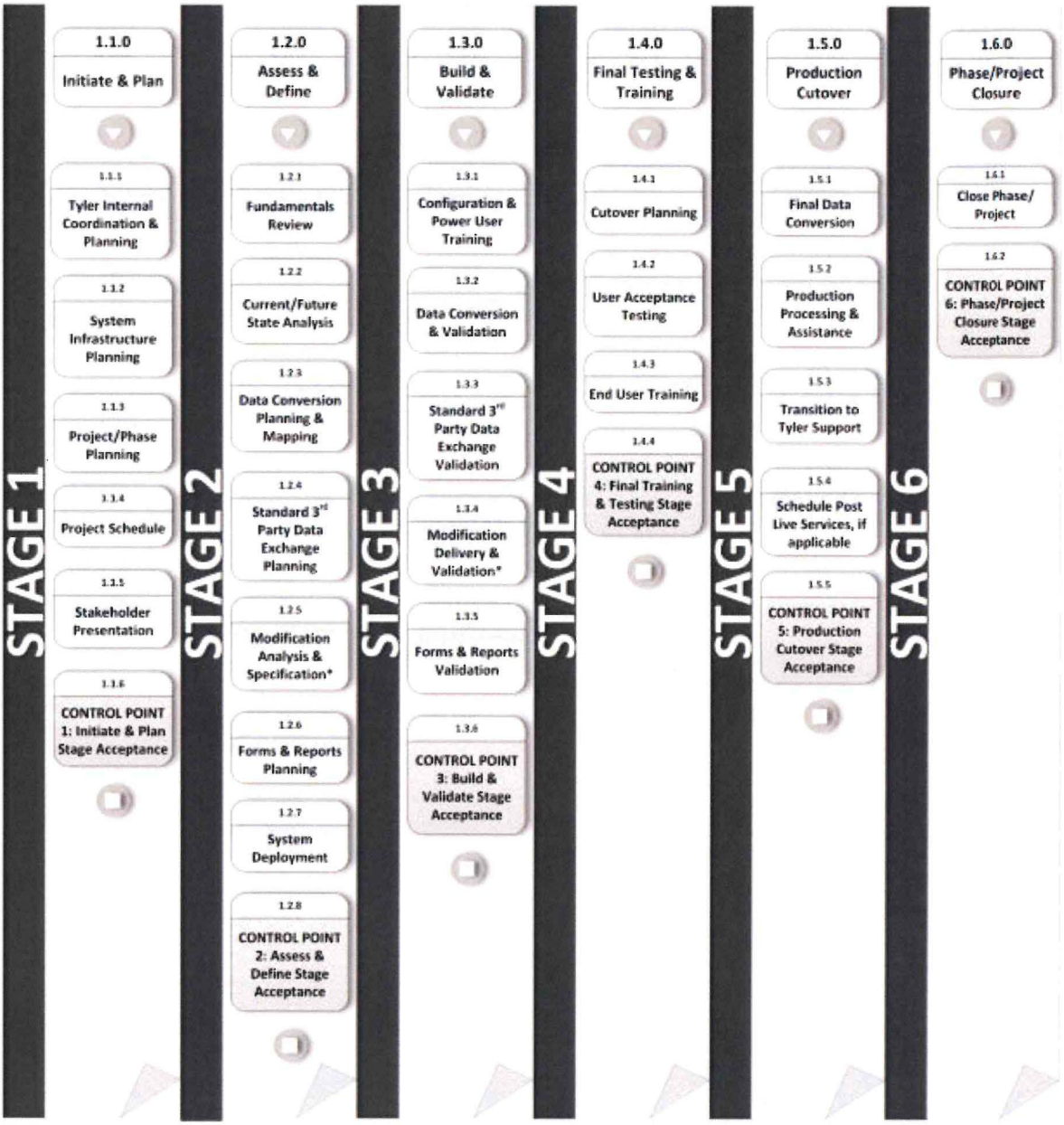
3.5 Education

- Throughout the Project lifecycle, the County provides a training room for Tyler staff to transfer knowledge to the County's resources, for both onsite and remote sessions. The County will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The County determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The County provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a County provided projector, allowing all attendees the ability to actively engage in the training session.
- The County testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The County is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of County and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. County participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the County with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. County participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	**Tyler Internal Coordination & Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The County provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the County's site. The County completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	**System Infrastructure Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by County and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	**Project/Phase Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	**Project Schedule**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

County stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	**Stakeholder Presentation**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the County's Project.
    - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: County reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: County acceptance of schedule based on County resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current County business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring County collaboration. The County shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	**Assess & Define**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

County and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the County, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the County's Legacy System Applications to the Tyler system. Tyler staff and the County work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	**Data Conversion Planning & Mapping**																				
	TYLER										CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs). APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

4.3.4.1 Imports and Exports

The Client and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

4.3.4.2 APIs

Additional API licensing and data sharing agreements are required for integration with third-party applications. In addition to ensuring that API services are functioning correctly, Tyler will participate in developer-to-developer discussions, if necessary, to allow the client to attain a satisfactory understanding of baseline API operation, as specified in the agreement.
RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	**Standard 3rd Party Data Exchange Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The County reviews the specifications and confirms they meet County's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a County business process change. It is the responsibility of the County to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for County approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the County will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	**Modification Analysis & Specification, if contracted**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

County and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either County-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	**Forms & Reports Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to County business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: County acceptance of completed Questionnaire based on thoroughness of capturing all County business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the County, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the County's needs.
  - Scope: Design solution for Modification.
  - Acceptance criteria: County accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each County in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the County is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, County team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the County's needs identified during the Assess and Define Stage, preparing the County for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the County Power Users to prepare them for the Validation of the software. The County collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	**Build & Validate**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the County, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the County reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the County to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	**Data Conversion & Validation**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the County tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	**Standard 3rd Party Data Exchange Validation**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the County for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the County tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the County to verify converted data for accuracy.
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - Acceptance criteria: County accepts data conversion delivery; County completes data issues log.
- Installation of Modifications on the County's server(s) *except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the County-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The County and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the County review the final Cutover plan. A critical Project success factor is the County understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

County and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the County for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	**Cutover Planning**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The County performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day County processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. County users who attended the Tyler sessions may train any County users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	**End User Training**																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

County and Tyler resources complete tasks as outlined in the Production Cutover Plan and the County begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the County transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The County may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the County during Production Cutover activities. The County transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the County to the Tyler Support team, who provides the County with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with County project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with County Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the County receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The County moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The County and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the County project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget.
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the County's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the County steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends County steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

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

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with County project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

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

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the County following configuration.
- Assists during Production Cutover process and provides production support until the County transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the County's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the County on the status and resolution of reported issues.

5.2 County Roles and Responsibilities

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

5.2.1 County Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the County steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - County Policies

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from County to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures invoicing and Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Signs off on contract milestone acknowledgment documents.
    - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
    - Review and acknowledge Implementation Management Plan.
    - Defines project tasks and resource requirements for County project team.
    - Collaborates in the development and approval of the initial Project Plan and Project Plan.
    - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
    - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
    - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
    - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate

these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all County resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to County project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of County resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 County Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on County business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to County staff during and after implementation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 County Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from County's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for County third party Data Exchanges.
- Develops or assists in creating Reports as needed.

- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 County Upgrade Coordinator

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

5.2.9 County Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 County Change Management Lead

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

6 Eagle Recorder Conversion Summary

6.1 Eagle Recorder – Standard

- All standard fields for land records, additional fields added to Notes field
- Conversion from Single System
    - Images associated to the index records Data from Granicus (AtPac)
    - Images from Granicus (AtPac)
- All standard fields for land records, additional fields added to Notes field
- All standard fields for marriage records, additional fields added to Notes field
- All standard fields for birth records, additional fields added to Notes field
- All standard fields for death records, additional fields added to Notes field
- All standard fields for standard Clerk record types, additional fields added to Notes field
- Redactions on images
- Annotations on images

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

Exhibit D
Schedule 1
Sample Project Timeline

This Exhibit D Schedule 1 includes a sample project timeline for illustrative purposes only. The parties will develop and finalize the actual project timeline for the Client's project during the Initiate & Plan Stage of the Statement of Work.

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El Dorado, CA Summary Schedule					
WBS	Work Package	Details	Planned start	Planned finish	Resources
1.1	Internal Coordination & Planning	Tyler provides initial project documents used to gather basic information used for preliminary planning and scheduling. This information must be reviewed and necessary responses provided back to the Tyler Project Manager on or before the due date. Note: all source data for conversion (both data and images) must be provide no later than this date, and must be 100% complete, accurate, readable by Tyler; if any data is missing or unusable for any reason by Tyler, it will significantly alter the project schedule.	03/16/20	03/16/20	Tyler Project Manager EDC Project Manager
1.2	System Infrastructure Planning	The system infrastructure audit provided by Tyler is complete, submitted, and reviewed by Tyler, verifying hardware readiness.	03/31/20	03/31/20	Tyler Technical Service EDC IT Services
1.3	Project/Phase Planning	Project team reviews contract scope, including software and services purchased. Based on the scope, implementation timeframes and potential phasing needs are discussed. Tyler delivers the Implementation Management Plan.	03/16/20	03/27/20	Tyler Project Manager EDC Project Manager
1.4	Project Schedule	After review of the project schedule with the Tyler Project Manager, you will be asked to accept the schedule. Changes to the schedule after acceptance require a change order and may result in additional charges.	03/23/20	04/17/20	Tyler Project Manager EDC Project Manager
1.5	Stakeholder Presentation	Stakeholders join Tyler project management to communicate successful project criteria, goals, deliverables, and project roles and responsibilities.	04/06/20	04/24/20	Tyler Project Manager Tyler Implementation Manager EDC Project Manager EDC Stakeholders
1.6	Control Point 1: Initiate & Plan Stage Acceptance	Advancement to the Assess & Define stage is dependent upon receipt of the signed Plan & Initiate stage acceptance, indicating all required activities have been completed for the stage.	04/27/20	04/30/20	Tyler Project Manager EDC Project Manager
2.1	Onsite Fundamentals Review/ Onsite Business Process Review	Fundamentals review provides functional leads and power users a basic understanding of system functionality needed for conversations during current and future state analysis. The Implementation Consultant reviews questionnaires, asks clarifying questions, observes current office flow and processes, and gathers all information necessary to configure the system.	04/06/20	04/10/20	Tyler Implementation Consultant EDC Power Users EDC Line Staff EDC IT Services
2.2	Current & Future State Analysis	Client completes questionnaires relating to current processes and configuration. Completed questionnaires are reviewed by the project team and decisions made regarding future processes.	03/20/20	03/20/20	EDC Project Manager EDC Power Users
2.3	Data Conversion Planning & Mapping	An initial data extract (images and data), matching reports, and supporting documents are delivered to Tyler via SFTP as outlined in the conversion specification provided by the Tyler team.	03/16/20	03/27/20	Tyler Project Manager Tyler Conversion Developer EDC IT Services EDC Project Manager
2.4	System Deployment	Successful completion of the system infrastructure audit is required prior to deployment. During deployment, the Tyler Technical Services team installs Tyler applications included in contract scope and ensures the platform is operating as expected.	03/30/20	03/30/20	EDC IT Services EDC Project Manager
2.5	Control Point 2: Assess & Define Stage Acceptance	Advancement to the Build & Validate stage is dependent upon receipt of the signed Assess & Define stage acceptance, indicating all required activities have been completed for the stage.	04/06/20	04/10/20	Tyler Project Manager EDC Project Manager
3.1	Configuration & Configuration Review	Remote configuration of Eagle Recorder. Tyler Implementation Consultant collaborates with client to complete the configuration to review the configuration.	04/01/20	07/10/20	Tyler Implementation Consultant EDC Project Manager
3.2	Data Conversion & Validation	Tyler staff complete internal conversion review, ensuring highest quality data output possible. Client performs data validation and reports discrepancies using guidelines Tyler provides. ***It is imperative EDC provides source data immediately/day after contract signing. Data may be provided on a 'just in time' fashion as mutually agreeable by Tyler and EDC and documented in writing (meaning, Official Records will be provided first, in their entirety, and as mutually agreeable Vitals documents may come at a a later date; in any case, EDC must provide source data and satisfy all conversion dependancies before Tyler resrouces become available to work on this work package)***	03/16/20	07/24/20	Tyler Conversion Developer EDC Power Users
3.3	Control Point 3: Build & Validate Stage Acceptance	Advancement to the Final Testing & Training stage is dependent upon receipt of the signed Build & Validate stage acceptance, indicating all required activities have been completed for the stage.	07/13/20	07/17/20	Tyler Project Manager EDC Project Manager
4.1	Cutover Planning	Tyler Project Manager and client discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline cutover tasks and help prepare client for success.	07/27/20	08/31/20	Tyler Project Manager EDC Project Manager
4.2	User Acceptance Testing (UAT) (note: UAT intended to happen in parallel with end of 3.1)	Using a test plan provided by Tyler, Tyler works onsite with the client to perform User Acceptance Testing to verify software readiness for day-to-day business processing.	06/22/20	07/10/20	Tyler Implementation Consultant EDC Project Manager EDC Power Users
4.3	End User Training (to happen in parallel to some of Stage 3)	Users participate in training sessions led by Tyler consultants to learn how to utilize major aspects of the software. Sessions will focus primarily on day-to-day client processes.	07/13/20	07/24/20	Tyler Implementation Consultant EDC Power Users EDC Line Staff EDC IT services
4.4	Control Point 4: Final Testing & Training Stage Acceptance	Advancement to the Production Cutover stage is dependent upon receipt of the signed Final Testing & Training stage acceptance, indicating all required activities have been completed for the stage.	07/27/20	07/31/20	Tyler Project Manager EDC Project Manager
5.1	Final Data Conversion	Client provides final data extract and reports from the legacy system. The data must be in the same format as the original pull. Tyler executes and delivers final data conversion. Upon validation of the final data pass, client provides acceptance of final conversion.	08/24/20	09/01/20	EDC IT Services Tyler Conversion Developer

5.2	Production Processing & Assistance (Go Live)	Client begins using Tyler software for day-to-day business processing. Tyler staff assists client during production cutover activities.	09/01/20	09/04/20	Tyler Implementation Consultant EDC Power Users EDC Line Staff EDC IT services
5.3	Transition to Tyler Support	Tyler Project Manager provides introduction to Tyler Support for day-to-day assistance following Production Cutover. Tyler will provide hyper care through an Implementation Consultant for four weeks following Production Cutover.	09/04/20	09/04/20	Tyler Project Manager Tyler Implementation Consultant EDC Project Manager
5.4	Schedule post production services	Tyler Project Manager and client collaborate to identify any post-production needs and services and schedule accordingly. Auto Indexing will be a post production deliverable and will be scheduled post Production Cutover.	09/07/20	09/11/20	Tyler Project Manager EDC Project Manager
5.5	Control Point 5: Production Stage Acceptance	Advancement to the Phase/Project Closure stage is dependent upon receipt of the signed Production Cutover stage acceptance, indicating all required activities have been completed for the stage.	09/11/20	09/11/20	Tyler Project Manager EDC Project Manager
6.1	Close Phase/Project	Tyler Project Manager reviews project budget and status of contract deliverables with the Client Project Manager prior to closing the phase or project. (Schedule marked as TBD based on mutual agreement of Tyler and EDC on post go live deliverables, specifically Intelligent Indexing, which will likely be scheduled about three months post go live to allow for accumulation and analysis of indexing.)	TBD	TBD	Tyler Project Manager EDC Project Manager
6.2	Control Point 6: Phase/Project Closure Stage Acceptance	This is the final acceptance point for the phase or project. Acceptance criteria is included in the acceptance document provided by the Tyler Project Manager.	TBD	TBD	Tyler Project Manager EDC Project Manager

Assumptions:

1. each work package (e.g.: 1.1, 1.2, 1.3, etc.) require acceptance as project progresses

2. any delay in deliverables by either party which are dependencies of other tasks, may affect and alter project schedule and go live date

3. actual schedule will not be formally defined until after contract signing; a complete and detailed schedule will be created between Tyler and El Dorado County during work package 1.3 and 1.4

4. schedule is valid if contract is signed by both parties no later than March 16, 2019

Exhibit E
Test/Training Site Additional Terms and Conditions

Tyler Technologies can provide services to the client, to establish a Test Application Instance database for Eagle Recorder applications. This instance is a copy of the client's current application environment, where new releases and updates can be staged prior to going into live production. Maintaining a second instance of the Eagle Recorder applications for testing requires additional time and expense to provide support and software updates.

Establishing a supported Test Application Instance will be in addition to the client's current Eagle Recorder Maintenance and Support Agreement. This includes, but is not limited to, the following assumptions:

1) The addition of a Test Application Instance is an additional annual fee added to the existing Maintenance and Support Agreement, and is automatically renewed each year, unless terminated by the client.

2) The fee quoted is based on the current year support rate for Eagle Recorder applications, and is therefore subject to increase and adjustment should the Eagle Recorder applications support receive an annual increase.

3) The Test Application Instance database will receive new releases and patches with the same frequency as the production site.

4) The Client is allowed up to two (2) production data refreshes per year to the Test Application Instance database, upon request.

5) At least two (2) weeks notice is required by Tyler Technologies for the client's production data refreshes, due to scheduling of staff and support.

6) A thirty (30) day cancellation notice is required for Test Application Instance database systems.

7) The annual fee is non-refundable.

Please note: It is the responsibility of the client to ensure there is enough space on existing server to support a Test Application Instance. If the client has any questions, please contact Tyler Technologies.

Exhibit F
Functional Requirements

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Category	Description	Full Meets Partially Meets Does Not Meet Custom 3rd Party	Comment (Required Unless Vendor Full Meets)
Satellite Office	Ability to identify the office location where transaction occurred or where correspondence was created.	Fully Meets	
Minimum Qualifications	Five years minimum of verifiable experience providing large scale electronic document management solutions to California County Clerk and Recorder agencies of similar size of County of El Dorado	Fully Meets	
Installation	Installation and implementation of a document capture, reporting, storage management and cashiering system.	Fully Meets	
Data Cleanup Services	Service to help data cleanup/crosswalk data for conversions (i.e. Review CRiss extensions to prevent duplicates) Provide comments on examples of system conversions (i.e. CRiss)	Fully Meets	Tyler will have converted two counties from the Atpac Cris platform so our developers will be familiar with the database layout for your conversion.
Data Conversion/Migration Services	Conversion services and management of data stored on external drives, paper, maps, books and integration of the current online data into the proposed solution; and analysis of index-to-image availability.	Fully Meets	
Service Level Agreement (SLA)	Vendor to supply copy of Service Level Agreement	Fully Meets	
Hardware Requirements	Vendor to supply copy of hardware requirements.	Fully Meets	
	Application will work with the following hardware: Scanners - Fujitsu fi7160 and Fujitsu fi5900 Label Printer - Zebra GX420t Receipt Printer - Epson TM - H2000 Signature Pad - ePad-Ink	Fully Meets	
	Do you support VDI? If yes, please comment on clients LIVE with VDI	Custom	Tyler is willing to partner with the client to discuss necessary changes that may be needed in the product and infrastructure changes the client may need to address.
Regulations	Vendor provides system updates timely to meet Federal and State Regulations at no additional cost	Fully Meets	
Project Plan (WBS)	Vendor to supply copy of Project Plan Outline (WBS)	Fully Meets	
Training	Vendor to supply copy of Training Plan (Please keep in mind we are a small dept where topics will need to be covered multiple times on different days for coverage)	Fully Meets	
Documentation and References	Electronic system documentation and help for all functions	Fully Meets	
Accessibility	ADA compliant and speech-to-text options.	Does Not Meet	This enhancement is on the Product Roadmap already, but is still under design stage for an Official Public Record searching perspective. We support some of the ideas of this with how the navigation works, but there are gaps, most importantly in how the image viewing will be ADA-compliant. Until standardization on PDF/A or PDF/UA, the Recording Industry will have challenges to be compliant. We look forward to further discussions on this and evaluating how we might jointly solve this problem for the Recording industry.
Clerk Fillings	Assign Number and related information for Fictitious Business Name Statement. Date of expiration. The ability to import and track new fillings, renewals, abandonments, and withdrawals.	Fully Meets	
	Notary Public, track state number, image oath on file, and cross reference of the recording information of the bond. Ability to create certifications that auto populates Notary certification information.	Fully Meets	
	Unique number sequence for other types of clerk fillings (professional photocopier, legal document assistant, unlawful detainer assistant). Track information, image/scan, reference information for the bond. Creates identification cards as required by statute.	Fully Meets	
	Oath of Office maintenance, index, and scan.	Fully Meets	
	Power of Attorney indexing and digital image.	Fully Meets	
	All clerk filings must meet government code.	Fully Meets	
	Electronic Signatures	Fully Meets	
Recorder	Create, search, and report 20-Day Notice	Fully Meets	
Batch Recording	Ability to set the time and reserve sequence document numbers	Fully Meets	
	Rejection letter and tracking (date rejected, who, issues with document, required fees, reason - custom list) if a document does not met recording standards	Fully Meets	
Document Imaging	Scanner and/or application features to automatically handle common document quality control tasks and to minimize manual intervention to preserve the highest quality document.	Fully Meets	
	Scanner performance should be at the manufacturer-rated speed.	Fully Meets	
	Allows creating and scanning of documents pertaining to real estate records, vital records, and business records.	Fully Meets	
	Allows defining a class of documents to be scanned and rules for releasing them into the application.	Fully Meets	
	Allows for quality control by querying the database at the time of document scanning	Fully Meets	
	Allows for finding page and document discrepancy at the time of document scanning.	Fully Meets	
	Allows for tracking scanned batches through the various workflows.	Fully Meets	
	Allows for watermark messages to be overlaid in various locations on birth, death and marriage certificates	Fully Meets	
	Allows adding/deleting pages when an error occurs while rescanning.	Fully Meets	
	Allows corrections for pages (warning on mismatch)	Fully Meets	
	Allows the support of industry standard Group IV Tiff (both single and multi page)	Fully Meets	
	System has ability to auto redact (SSN)	Fully Meets	
	Allows the support of various document file types and image file types such PDF, PDF/A, Tiff	Fully Meets	
	All scan/capture activity must be auditable.	Fully Meets	
Document Processing/Indexing	The ability to serve account-based and walk-up customers meeting all California and County requirements with a high level of service, efficiency, and innovation.	Fully Meets	
	Allows the indexing and verifying of all real estate records, vital records, and business records.	Fully Meets	
	Allows computing and collecting of fees and taxes.	Fully Meets	
	Allows filing and/or recording of documents electronically.	Fully Meets	
	Allows for users to drag and drop images to an existing index	Fully Meets	
	Allows capturing additional information at the time of indexing that is not part of the official index. (ex. mailing addresses, phone number,banknote number, etc.)	Fully Meets	
	Allows redaction of confidential information in documents. (ex. Social Security numbers)	Fully Meets	
	Allows for image display to be visible during indexing	Fully Meets	
	Allows a configurable and scalable solution to submit bulk volumes for redaction(OCR) processing.	Fully Meets	
	Allows reservation of 8:00 time for a fixed number of documents for title company recordings	Fully Meets	

Vital Records	Allows processing of Vital Records to banknote according to business rules for the vital type. The output paper type and certificate/license field names must be configurable. Vital type (i.e. birth, death, or marriage), characteristics (i.e. sealed, confidential, etc.), and to initiate index creation for each record. All vital records activity must be auditable. Meet State and PMI regulations.	Fully Meets	
	Banknote numbering is auto numbered by system. When scanned the system will match banknote number to scanned item (automated)	Fully Meets	
	Security controls and settings to help manage, disburse, track, reconcile, and report on vital banknote paper and all associated transactions.	Fully Meets	
	Ability to reserve sequence license numbers and track the notary information on who it was issued to	Fully Meets	
	Ability to search for Return Licenses, can select multiple licenses, at a time, enter fields related to returned information (date of marriage)	Fully Meets	
Workflow	Dashboards and intuitive monitoring tools to aid in workflow and user productivity review. Tools must provide real time information while allowing review of historical data	Fully Meets	
	Allows for customizable workflows to be defined for various items, document types and transaction types. (i.e. different workflow for official and business records)	Fully Meets	
	Allows multiple workflows to be defined for using workbaskets or queues for presenting documents to staff for indexing	Fully Meets	
	Allows scheduling of workflows to be performed after hours.	Fully Meets	
	Allows attaching comments to all transactions in all workflows	Fully Meets	
Import/Export/Interfaces	Allows for configurable integration with external systems. (i.e. Megabyte)	Fully Meets	
	Allows for extraction and export of real estate, vitals, and business data for customized actions. (ex. extract data to create ID badges for paraprofessionals)	Fully Meets	
	Allows for extraction and export of real estate records, vital records, and business records for electronic transfer (sftp), CD/DVD creation, and film archive.	Fully Meets	
	The system must provide adaptable interfaces that are modern, seamless, and in compliance with all governing laws and regulations that apply to individual interfaces.	Fully Meets	
Access to Records	Allows User id-based security by document types online (Intranet/Internet) for all Official Records - ability to view and print images with "Unofficial Record" watermark and view indexes.	Fully Meets	
	Allows public access online (Internet) with index/book page. Allows the public to order and download image online. Search should included but not limited to grantee, grantor, doc type, APN, and/or date range on recorded date.	Fully Meets	
	Search results include indexed items not verified with an identifier (not verified). Internal results would not include image unless redacted.	Fully Meets	
	The County must have the ability to provide an in office kiosk and online submission for marriage applications. The kiosk and online marriage application submission must integrate with standard office clerk-assisted marriage applications for seamless queuing and processing of all submitted applications.	Fully Meets	
	Secure public kiosks for public self-service access to system searches of public records. The ability to order document copies at the kiosk with the document linked to be printed by County-staff is required. Authorized Clerk-Recorder staff must be able to manage print queues to network printers. The system must provide a means of claiming and confirming document printouts and intuitive access for customer service use in assisting customers by telephone.	Fully Meets	
	Online Applications public and internal including but not limited to birth, death and marriage certificates, marriage license applications, fictitious business name statements, notary public oaths, etc.	Fully Meets	
Cashiering and Accounting	A cashiering function able to perform all business calculations automatically and accurately in compliance with business, state, and local rules and requirements. Based on document type or service (Official Records and Vital Copies - distribution to Trust Accounts, Documentary Transfer Tax distribution, Marriage Licenses - State and Local Trust Accounts).	Fully Meets	
	Allows for cashiering of all sales transactions.	Fully Meets	
	Allows for integration with industry standard payment systems and POS devices. Please list POS vendors	Fully Meets	
	Allows for integration with industry standard accounting products. (ex. MUNIS integration)	Fully Meets	
	Allows processing voids.	Fully Meets	
	Allows processing refunds.	Fully Meets	
	Allows for fees to be split to different accounts based on amount of percentages.	Fully Meets	
	Allows for an audit trail for all accounting transactions.	Fully Meets	
	Allows for unlimited prepaid accounts and the ability to credit (make payments) and debit (charge for transactions) to these accounts	Fully Meets	
	Allows for cash balancing by cashiering station, provides a calculator and highlights underage or overage issues. Generates report for daily deposit.	Fully Meets	
	Notification when an overage occurs with the option to place funds directly into trust account.	Fully Meets	
	Ability to credit charge accounts for electronic payments submitted through county's financial system.	Fully Meets	
User Interface Capabilities	Must utilize OCR capabilities to enhance the indexing, verification, and on the fly workflow by performing automated capture of index information	Fully Meets	
	Allows for globally defined program or short-cut keys.	Fully Meets	
	Allows for procedures and instructions to be displayed interactively via help buttons	Fully Meets	
	The solution has a configurable automated fill-in and/or type- ahead feature.	Fully Meets	
	The solution has configurable input fields that allow the use of pull-down	Fully Meets	
	Allows for resizing, inverting and cropping any digital image stored on the system.	Fully Meets	
Administrator Capabilities	Allows for maintaining tables and master lists. (ex. indexing and verification maste	Fully Meets	
	Provides alerts based on predefined entries in tables or master lists.	Fully Meets	
	Allows for an audit-trail for all transactions with ability to comments or reasons. (ie. comments for rescanned documents or indexing/verification changes)	Fully Meets	
	Maintains an audit trail of rescanned documents and retrieval of previous versions of the document	Fully Meets	
	Allows for the configuration canned and custom reports	Fully Meets	
	Allows for reports on user productivity	Fully Meets	
	Allows for a configurable "dashboard" or "live" view of workflow statistics.	Fully Meets	
Printing and Electronic Notification Capabilities	Allows the printing or electronic transmission of receipts for all transactions.	Fully Meets	
	Allows printing or electronic generation of labels	Fully Meets	
	Allows for automated printing or electronic transmission of notices and letters.	Fully Meets	
	Allows the use of QRF codes (electronic generation)	Fully Meets	
	The ability to query data to create custom ad-hoc analytical reports and/or reportin	Fully Meets	

System Security	Use Active Directory (ADS) for County users	Fully Meets	
	Menu Access (i.e. programs and reports) by user or role	Fully Meets	
	Functional Access (i.e. index vs verify, view vs print) by user or role	Fully Meets	
	Data Access (i.e. Official and Vital Records) by user or role	Fully Meets	
Document Archive	The purpose archiving is to create microfilm of the Official and Vital Records and ensure that this microfilm is stored for permanent retention. In addition, this section performs microfilm scanning and duplication of older microfilm to preserve the records for permanent retention.	Fully Meets	
Electronic Recording Delivery System (ERDS)	The Recorder's Office currently accepts and records electronic documents from government submitters. Electronic documents are received through the CeRTNA (California Electronic Recording Transaction Network Authority) portal. Desire to accept and record electronic documents from other submitters (i.e. titles companies, banks, G2G, etc)	Fully Meets	

Exhibit G
Software Vendor Security Requirements

Auditing/Logging

When sensitive information[1] is being stored, the system must generate audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event. The system shall make use of internal system clocks to generate time stamps for audit records; and record time stamps for audit records that can be mapped to Coordinated Universal Time or Greenwich Mean Time. The system must support on-demand audit review, analysis, and reporting requirements and after-the-fact investigations of security incidents; and does not alter the original content or time ordering of audit records. Audit records must be accessible from a separate location from where the system stores content.

The following is a list of events that must be audited (at a minimum):

1. **Account logon -** It is necessary to audit logon events — both successful and failed — to detect intrusion attempts.
2. **Account management -** Monitoring all user account changes helps minimize the risk of business disruption and system unavailability.
3. **Object access -** Used to see privileges to access, copy, distribute, modify or delete records.
4. **Privilege use -** Track each instance of user privileges being used.

Encryption

When the system contains sensitive information1 the data shall be protected via encryption in transit. Transit encryption is supported by standard HTTPS implementation. At Rest encryption will be supported by SQL Server Transparent Data Encryption.

Password

The system must adhere to the following standards, passwords shall:

1. Be a minimum length of eight (8) characters on all systems.
2. Not be a dictionary word or proper name.
3. Not be the same as the User ID.
4. Expire within a maximum of 90 calendar days.
5. Not be identical to the previous ten (10) passwords.
6. Not be transmitted in the clear outside the secure location.
7. Not be displayed when entered.

[1] Sensitive information is data which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.

Patch Management

The software vendor shall identify applications, services, and information systems containing software or components affected by recently announced software flaws and potential vulnerabilities resulting from those flaws.

The agency (or the software developer/vendor in the case of software developed and maintained by a vendor/contractor) shall develop and implement a local policy that ensures prompt installation of newly released security relevant patches, service packs and hot fixes (within 30 days of published vulnerability). Local policies should include such items as:

1. Testing of appropriate patches before installation.
2. Rollback capabilities when installing patches, updates, etc.
3. Automatic updates without individual user intervention.
4. Centralized patch management. Patch requirements discovered during security assessments, continuous monitoring or incident response activities shall also be addressed expeditiously.

Least Privileges

The concept of limiting access, or "least privilege," is to be practiced at all times, no more authorizations than necessary to perform required functions. This shall be applied in the administration of the system. This will reduce risk by limiting the number of people with access to critical system security controls; i.e., controlling who is allowed to enable or disable system security features or change the privileges of users or programs. Best suggests, when possible it is better to have several administrators with limited access to security resources rather than one person with "super user" permissions.

Consideration shall be given to implementing role-based access controls for various aspects of system use, not only administration. The system security policy can identify and define the various roles of users or processes. Each role is assigned those permissions needed to perform its functions. Each permission specifies a permitted access to a particular resource (such as "read" and "write" access to a specified file or directory, "connect" access to a given host and port, etc.). Unless a permission is granted explicitly, the user or process shall not be able to access the protected resource.

Servers/Databases

All system required servers will meet CIS compliance.